



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 187-87

To authorize the execution of an agreement between 466119 Ontario Ltd., and the Corporation of the City of Brampton and 637143 Ontario Ltd. and the Regional Municipality of Peel.

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 10th of August, 1987 between 466119 Ontario Limited, the Corporation of the City of Brampton, 637143 Ontario Limited and the Regional Municipality of Peel 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 10th day of August, 1987.


KENNETH G. WHILLANS MAYOR


LEONARD J. MIKULICH CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
day of _____, 1987.

B E T W E E N :

466119 ONTARIO LIMITED, In Trust,
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

637143 ONTARIO LIMITED,
hereinafter called the "Mortgagees"

OF THE THIRD PART,

A N D

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

OF THE FOURTH PART,

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 96-86 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs,

gutters and drainage works, sidewalks, bus stop pads, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, water-mains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Concept
Site Plan
Site Plan

2.1 The Owner agrees that the lands shall be development only in substantial accordance with the concept site plan attached hereto as Schedule B-1. The Owner further acknowledges and agrees that it will not make application for or be entitled to receive any building permits until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with the City's site plan control area by-law.

Approved
Site
Plan

2.2 The Owner further agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.3 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and

referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.
Clean
Site

6.1 During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Commissioner.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

7.1 The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

7.2 All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

7.3 The Owner shall not do any blasting or use any pile driving equipment on lands owned by the City or the Region or both of them without the written consent of the City or the Region or both of them. The Owner agrees that it will be a condition of such consent that the Owner provide insurance coverage satisfactory to the City providing coverage for damage or loss from blasting or the use of pile driving equipment.

8.
Storm
Drainage

8.1 The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will

be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

9.
Approved
Plans

The Owner shall, at its own expense:

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.3 in the event

9.3.1 any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement; or

9.3.2 any approved plan referred to in Schedule B attached hereto is subsequently amended,

such plans when approved or approved as amended shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

9.4 The Owner shall:

9.4.1 provide competent engineering inspection to the satisfaction of the City for all works constructed on public lands, including road allowances,

9.4.2 prepare and provide the City with "as constructed" original drawings for all works constructed on public lands, including road allowances, prior to the final release of any security provided by the Owner in accordance with paragraph 17 of this agreement.

10.
Cash-in-
Lieu

10.1 The Commissioner of Planning and Development may, in his sole discretion, exercise in writing at any time prior to the issuance of any building permits, require the Owner to pay to the City or to the Region or to both of them an amount equal to the cost of constructing or providing any of the works required by this agreement as estimated by the Commissioner of Planning and Development in lieu of the Owner constructing or providing these works. This payment shall be made prior to the issuance of any building permits.

Additional
Works

10.2 If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.
Existing
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.
Occupancy

The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and

12.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.
Landscap-
ing and
Fencing

The Owner shall, in addition to all other landscaping required by this agreement, provide boulevard landscaping (which may include tree planting) on the boulevards of all public highways abutting the lands. The exact location and detailed specifications for this work shall be shown on the approved landscape and fencing plan required by this agreement.

13.2 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.3 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.4 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.
Regional
Services

14.1 The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall

be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

M.T.C.

14.2 The Owner shall, prior to the issuance of any building permits, obtain all necessary permits and approvals required by the Ministry of Transportation and Communications.

15.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.
City Capital
Contribu-
tions

16.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

16.2 The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before a building permit is issued.

17.
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PLANNING AND DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the gener-

ality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.

Security Required: N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of:

17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid.

17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City.

17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be

15.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.
City Capital
Contribu-
tions

16.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

16.2 The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before a building permit is issued.

17.
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PLANNING AND DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the gener-

completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then in that case the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least Two Million Dollars (\$2,000,000.00), exclusive of interest and costs;

18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;

18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from vibration (excluding pile driving), the removal or weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands.

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

GENERAL

19.
Convey-
ances

19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region, free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is or will be the registered owner thereof.

20.
Glare

All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.

21.
Snow
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

Indemni-
fication

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.
The
Construction
Lien Act

23.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

25.
Lands
Affected

The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

26.
Agreement
Binding

The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

27.
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 registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money 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.

28.
Mortgagees

28.1 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:

28.1.1 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

28.1.2 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 Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have cove-

nanted 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.


28.2 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 lands 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.

29.
Successors
and
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 and/or The Regional Municipality 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.

466119 ONTARIO LIMITED, In Trust



MICHAEL PIETRANGELI TITLE

I HAVE AUTHORITY TO BIND THIS CORPORATION.

(Print NAME of signatory)

(Print NAME of signatory)

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON



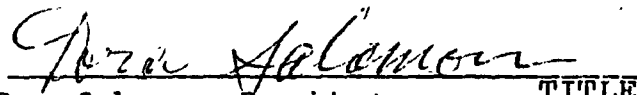
KENNETH G. WHILLANS MAYOR



LEONARD J. MIKULICH CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>187-87</u>
PASSED BY CITY	
COUNCIL ON THE	<u>10th</u>
DAY OF	<u>August</u> 19 <u>87</u>

637143 ONTARIO LIMITED



Dora Salamon - President TITLE

I have authority to bind this Corporation.

(Print NAME of signatory)

(Print NAME of signatory)

TITLE

THE REGIONAL MUNICIPALITY OF PEEL

(Print NAME of signatory)

FRANK R. BEAN CHAIRMAN

(Print NAME of signatory)

LARRY E. BUTTON CLERK

LEGAL DESCRIPTION OF THE LANDS

Part of LOT 9, CONCESSION 5, East of Hurontario Street
(formerly in the Township of Chinguacousy,
in the County of Peel)

City of Brampton, Regional Municipality of Peel,
which said parcel of land containing by admeasurement one (1) acre
be the same more or less, as more particularly described as follows:

PREMISING the bearing of the Northeasterly limit of LOT 9,
CONCESSION 5, East of Hurontario Street, also being the South-
westerly limit of the road allowance between Concessions 5 and 6,
East of Hurontario Street, assumed to be North 44 degrees, 13
minutes, 30 seconds West and relating all bearings herein thereto:

COMMENCING at a point in the Northeasterly limit of LOT 9,
CONCESSION 5, East of Hurontario Street, also being the South-
westerly limit of the road allowance between Concessions 5 and 6,
East of Hurontario Street, distant 953.78 feet more or less measured
South 44 degrees, 13 minutes, 30 seconds East, thereon from the
Northerly corner of LOT 9, CONCESSION 5, East of Hurontario Street;

THENCE South 39 degrees, 31 minutes, 00 seconds West 219.11 feet
more or less to a point;

THENCE South 44 degrees, 13 minutes, 33 seconds East 200.00 feet
more or less to a point;

THENCE North 39 degrees, 31 minutes, 30 seconds East 219.11 feet
more or less to a point in the Northeasterly limited of LOT 9,
CONCESSION 5, East of Hurontario Street, also being the South-
westerly limit of the road allowance between Concessions 5 and 6,
East of Hurontario Street;

THENCE North 44 degrees, 13 minutes, 30 seconds West 200 feet more
or less to the point of commencement.

As set out in Instrument No. 792575.

SCHEDULE OF APPROVED PLANS

<u>DESCRIPTION OF PLAN</u>	<u>PREPARED BY</u>	<u>NUMBER OF PLAN</u>	<u>DATE OF PLAN</u>	<u>DATE OF APPROVAL</u>	<u>APPROVED BY</u>
----------------------------	--------------------	-----------------------	---------------------	-------------------------	--------------------

1. **SITE PLAN** NOT REQUIRED.

Schedule B-1 NOT REQUIRED.

2. **ELEVATION CROSS-SECTION DRAWINGS** NOT REQUIRED

3. **LANDSCAPE & FENCING PLAN**

A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Landscape & Fencing Plan shall show, among other things, the exact location and detailed specifications for the following works:

- 3.1 Wood privacy fencing along the east side of the lands, Torbram Road, and along the north side of the lands, from the east end to a point perpendicular from the most westerly part of the house.
- 3.2 Chain link fencing on the entire southerly limit of the lands adjacent to the park, along the north side of the walkway from Jellicoe Parkette and along the north side of the lands from the wood privacy fence to the westerly limit of the lands.
- 3.3 Landscape and fencing treatment for the buffer area.
- 3.4 All trees to be preserved and all tree protection works.
- 3.5 All work required to bring parkland to a condition satisfactory to the City.

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
---------------------	-------------	----------------	--------------	------------------	-------------

4. GRADING & DRAINAGE PLAN

A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

5. ENGINEERING & SERVICING PLAN

A DETAILED ENGINEERING & SERVICING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Engineering & Servicing Plan shall show, among other things, the exact location and detailed specifications for the following works:

- 5.1 A sidewalk along the entire Torbram Road frontage of the lands.
- 5.2 All municipal services required by the Commissioner of Public Works to be provided to the lands, including storm sewers and storm drainage, sanitary sewers and municipal water.
- 5.3 All utilities required to be relocated.
- 5.4 All curb and boulevard reinstatement work.

6. FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE

NOT REQUIRED

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

The Owner shall convey the following lands to the City:

- 1.1 a 4.587 metre wide road widening along the entire Torbram Road frontage of the lands.
- 1.2 a 9.2 metre wide buffer area along the entire Torbram Road frontage of the lands.

2. The City agrees to exchange Block H, Registered Plan M-69, for an equal area of land to be added to Jellicoe Parkette.
3. The Owner shall convey to the City a 234 square metre parcel of land adjacent to the southerly boundary of the land for park purposes.

SPECIAL PROVISIONS

1.
Permitted
Develop-
ment

The Owner agrees that the lands shall only be developed for the purposes of six (6) dwelling units.

2.
Regional
Levies

2.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification, the levies set forth in Schedule G attached hereto, in the manner and at the times set forth in Schedule G and the Owner further agrees that the policies set forth in Schedule G shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

2.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

3.
Archi-
tectural
Control
Committee

The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

3.1 one member to be appointed by the Owner;

3.2 one member to be appointed by the City Council;

3.3 one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

3.4 The Owner shall not presell any dwelling unit in the plan until such time as the approval of the Architectural Control Committee has been obtained for that dwelling unit or unless the agreement of purchase and sale is made conditional upon the approval of the Architectural Control Committee being obtained for the architectural aspects of that dwelling unit.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee one of whom shall be the member appointed by the City Council.

4.
Energy
Conservation
Features

The Owner shall, prior to Architectural Control Committee approval and the issuance of building permits, obtain approval by the Commissioner of Planning and Development for the features to be included in the design of buildings to efficiently maximize passive solar gain and minimum heat loss for dwellings within the plan. These features shall include the following:

layout of rooms, location and area of windows, roof overhangs, airlock entrances together with thermal mass of buildings building shape and lotting to maximize solar potential.

These features, when approved, shall constitute guidelines for the Architectural Control Committee in reviewing and approving the architectural aspects of all dwellings within the plan.

5.
Noise
Warning

The Owner shall include the following clause in bold capital type in all agreements of purchase and sale for all dwelling units to be constructed on the lands:

"Purchasers shall be advised that noise levels will interfere with some activities of the dwelling occupants."

6.
Construc-
tion
Traffic

The Owner agrees that all construction traffic shall enter and leave the lands using only the existing access to the lands onto Torbram Road.

7.
Govern-
mental
Agencies,
etc.
- Informa-
tion

7.1 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.

7.2 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 7.1 colour-coded maps or plans approved by the Commissioner of Planning and Development and the Commissioner of Community Services, showing:

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

7.2.2 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.

7.3 The provisions contained in paragraph 7.1 and 7.2 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.

**8.
Commence-
ment of
Construction**

8.1 The Owner shall not commence removing trees or top soil from the tableland areas within the plan and grading the tableland areas within the plan until:

8.1.1 all existing trees on the plan have been surveyed, identified and designated for removal or protection; and

8.1.2 a preliminary storm drainage plan and the siltation and erosion control plan have been approved by the City and the Region and all other governmental agencies (including conservation authorities) whose approvals are required and all certifications and permits required by law have been obtained; and

8.1.3 the approved siltation and erosion control works, the approved tree protection works, all temporary snow fencing or other suitable approved barriers and all other works required by the City, the Region, and other governmental agencies (including conservation authorities) have been erected or constructed; and

8.1.4 the Commissioner of Public Works has authorized the Owner in writing to commence removing top soil and trees, and grading the tableland areas within the plan; and

8.2 The Owner shall not commence constructing any of the works required by this agreement within the lands with the exception of the work permitted by paragraph 8.1 of this agreement until:

8.2.1 the Owner has complied with all of the requirements of paragraph 13.1; and

- 8.2.2 the detailed plans and specifications for all of the works required by this agreement have been approved by the City and the Region and all other governmental agencies (including conservation authorities) whose approval is required and all certificates and permits required by law have been obtained; and
- 8.2.3 the plan has been registered or the Owner has entered into a preservicing agreement with the City and the Region in a form satisfactory to the City and the Region and has complied with the preservicing policy of the City and the Region; and
- 8.2.4. the Commissioner of Public Works has authorized the Owner in writing to commence constructing the works.

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that:

(Insured Party)

has comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City [and the Region] as an additional named insured,
4. contains no exclusions for damage or loss from vibration, (excluding pile driving) the removal or weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands at the foregoing location,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated _____, between _____, and The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

PEEL LOT LEVIES

1. Peel lot levies are as follows:

		Base Contribution January 1, 1974
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	Single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 57.1.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

3. Peel lot levies are subject to reduction provisions:

- 3.1 In the amount of ten per cent (10%) for sanitary sewers and ten per cent (10%) for water where by prior agreement the developer has been exempted from payment of levies for that purpose, or
- 3.2 In the amount of twenty per cent (20%) for sanitary sewers when the development is outside the designated sewer service area.
- 3.3 In the amount of twenty per cent (20%) for water when the development is outside the designated water service area.

NOTE: As there is an existing dwelling unit on the lands, Regional lot levies will only be required for five dwelling units.

CITY CAPITAL CONTRIBUTIONS

1. Capital Contributions (Residential) The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the following capital contributions less the deduction referred to in paragraph 1.7:

- 1.1 The sum of Four Thousand, Two Hundred and Forty-Six Dollars (\$4,246.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;
- 1.2 The sum of Two Thousand, Nine Hundred and Seventy-six Dollars (\$2,976.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;
- 1.3 The sum of One Thousand, Eight Hundred and Thirty-One Dollars (\$1,831.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;
- 1.4 A reduction of twenty-five per cent (25%) of the capital contributions shall be allowed for senior citizens apartments which qualify for such reduction as determined by Council.
- 1.5 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;
- 1.6 The capital contributions are effective the 9th day of December, 1986. The capital contributions shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). This adjustment shall be based on the Index last available prior to the 1st days of February and August respectively in each year and this Index is to be applied to the gross amount of the capital contributions set out in the City's Capital Contribution Policy.

NOTE: As there is an existing dwelling unit on the lands, capital contributions will only be required for five dwelling units.