



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

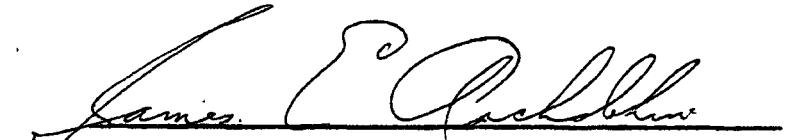
Number 27-79

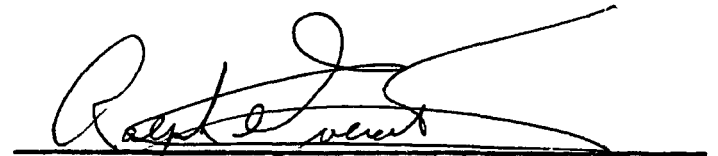
To authorize the execution of an Agreement between Amex Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, S.P. & M Materials Limited, Mapletree Developments Limited, Spenny Valley Developments Limited and the Bank of Montreal.

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

That the Mayor and the Clerk are hereby authorized to execute an agreement between Amex Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, S.P. & M Materials Limited, Mapletree Developments Limited, Spenny Valley Developments Limited and the Bank of Montreal, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of February, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Acting Clerk

PASSED FEBRUARY 12, 1979



BY-LAW

No. 27-79

To authorize the execution of an Agreement between Amex Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, S.P. & M. Materials Limited, Mapletree Developments Limited, Spensvalley Developments Limited and the Bank of Montreal.

MEMORANDUM OF AGREEMENT made in duplicate

this 7th day of February , 1979.

B E T W E E N :

AMEX DEVELOPMENTS 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

S. P. & M. MATERIALS LIMITED, MAPLETREE
DEVELOPMENTS LIMITED, SPENVALLEY
DEVELOPMENTS LIMITED and BANK OF MONTREAL

hereinafter called 'the Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner of the lands described in Schedule "A" (hereinafter referred to as "the lands") and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown as Schedule 'B' which consists of two pages, one showing the west half of the draft plan and the other showing the east half (hereinafter referred to as 'the plan');

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 each with the other as follows:

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

1. For the purposes of this agreement, "Municipal Engineer" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.

2. 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 sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Municipal Engineer and/or Parks and Recreation Director within twelve months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

3.
Consult-
ing
Engineer

Wherever under the terms of this agreement the Owner is required to design and construct any works, the Owner shall employ competent engineers registered with the Association of Professional Engineers of Ontario and Landscape Architects registered with the Ontario Association of Landscape Architects or American Institute of Landscape Architects to:

- (a) design;
- (b) prepare and furnish all required drawings;
- (c) prepare the necessary contracts;
- (d) obtain the necessary approvals in conjunction with the City or its agents;
- (e) provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Municipal Engineer. The Municipal Engineer may, where reasonably necessary, require the Owner to provide a Resident Engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;
- (f) obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cronoflex reproductions with the City Engineer and Mylar duplicates with the Commissioner of Public Works for the Region of Peel;
- (g) furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Engineer;
- (h) prepare and provide the City, for each lot or block within the plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

- (i) prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision;
- (j) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

4.
Owner's
Expense

The Owner shall design, construct and install at its own expense and in a good and workmanlike manner, all works as hereinafter set forth including those works set forth in Schedule 'D' attached hereto and complete, perform or make payment for all such matters as are hereinafter provided, including those matters set forth in Schedule 'D' attached hereto, within such time limits as are specified herein and in Schedule 'D' attached hereto.

5.
Storm
Sewers

(a) The Owner shall construct and complete storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all the lands within the plan and adjacent road allowances according to designs approved by the City Engineer and in accordance with the specifications of the City in effect on the day of approval by the City Engineer. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage, until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Engineer and shall be constructed according to designs approved by the City Engineer and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the City Engineer, will require their

use as trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

Sani-
tary
Sewers

(b) The Owner shall construct and complete the sanitary sewer drainage works including lateral connections to the street line for each lot or block as shown on the plan, including all appurtenances, manholes, apparatus and equipment to service all the lands within the plan, according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the sanitary sewer system, including clearing of any blockages, until finally accepted by the Region. The sewers shall be connected to an outlet or outlets within or outside the plan as may be designated by the Commissioner of Public Works and shall be constructed according to designs approved by the Commissioner of Public Works and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the Commissioner of Public Works, will require their use as trunk outlets. The Region may connect or authorize connections to the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the Region.

Water
Systems

(c) The Owner shall construct and complete a potable water system including service connections to the street line for each lot or block as shown on the plan, including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment to service all lands within the plan according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the complete water distribution system in accordance with the regulations and by-laws of the Region until they are finally accepted by the

Region. The water system shall include any trunks within or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

6.

Top
Soil

The Owner shall remove and stockpile all top soil and shall rough grade to the full width all road allowances and walkways (except where existing trees are to be retained) as shown on the plan prior to the installation or construction of watermains, sanitary sewers, curbs, gutters, sidewalks or utilities. The Owner further agrees to keep the boulevards free and clear of all materials and obstructions.

7.

Roads

(a) The Owner shall install and construct or reconstruct to the City's specifications all roads as shown on the plan attached hereto as Schedule "B", including traffic islands where specified by the Municipal Engineer. All roads shall conform to grades as approved by the Municipal Engineer. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

Private
Roads

(b) The Owner agrees that on any multi-family blocks, all private roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Regional
Roads

(c) The Owner shall carry out certain improvements to abutting Regional roads according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works.

8.
Curbs

The Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or Region. If any curb depressions are not located correctly with respect to any driveway, the Owner shall construct a curb depression in the correct location and fill in the original depression in accordance with the City's specifications. The Owner shall install paved driveways from curb to street line (or from curb to sidewalk where sidewalks are installed) to the specifications of the City.

9.
Pedestrian
Ways

The Owner shall construct sidewalks, connecting and park walkways, associated foot bridges and pedestrian grade separations in locations as shown on the plan or the landscape plan according to specifications of the City and maintain them until they are finally accepted in writing by the City.

10.
Street
name and
traffic
signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region for all traffic devices as shown on the approved engineering plans installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

11.
Street
Lights

The Owner shall construct and install to the City or Region's specifications a street lighting system along all roads shown on the plan to the satisfaction of the Municipal Engineer and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two months after the first occupancy on each street.

12.
Building
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which

the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter and all granular material required up to and including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Building & Zoning Co-ordinator and the City Engineer. Each building permit application shall be accompanied by the certificate referred to in paragraph 3 (g) of this agreement.

13.

Maintain
gravel
base

Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four hour period, the City Engineer may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty days of the date of the invoice from the City.

14.
Com-
mence-
ment of
construc-
tion

The Owner shall not commence construction of any of the works required by this agreement until the detailed engineering and landscape plans and specifications of such works have been approved by the Municipal Engineer and Director of Parks and Recreation, respectively, and such approval has been signified by appropriate signatures on the original plans and specifications but such signatures shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. And further, the Owner shall not commence construction of any of the works required by this agreement until the detailed landscape plans and specifications have been approved by the Director of Parks and Recreation and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

15.
Main-
tenance
of ser-
vices

(a) The Owner shall maintain the underground works for a period of two years following preliminary approval of all underground works, or up to the time when the aboveground works have progressed to the completion of the base course of asphalt whichever occurs later.

(b) The Owner shall maintain all of the aboveground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two year period after which it shall place top course asphalt and complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the Municipal Engineer shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from its obligations under this agreement.

16.
Owner
in
default

If, in the opinion of the Municipal Engineer, 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 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 Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten clear days after such notice, then, in that case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his 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 Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the City or Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

17.

Prior to the registration of the plan, the Owner shall submit to the City Engineer and Director of Parks and Recreation a plan or plans showing:

Exist-
ing and
final
eleva-
tions

- (a) the existing and final elevations of the lands as determined by reference to a geodetic benchmark or an established City of Brampton benchmark,
- (b) final grades of all roads as approved by the City Engineer,
- (c) the lands designated for drainage works; and shall obtain approval of such elevations from the City Engineer, and
- (d) the landscape grading plans of parklands, boulevards, and buffer areas.

18.

The Owner, during the term of this agreement, agrees that it will be responsible for the drainage of all the lots and blocks within the plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner or the City to enter for a period of three years from such sale and undertake modifications to the surface drainage features of the said lots and blocks in accordance with the drainage patterns proposed by this agreement. It is further agreed that, should drainage rectification become necessary in the absolute discretion of the City Engineer at any time during the term of this agreement and prior to the expiration of the right to enter and the Owner fails to make such rectification when so instructed by the City Engineer, the City may, at its option, undertake the correction of such drainage situation and all costs thereof shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City Engineer.

Lot and
block
grading
and
drain-
age

19.

Undeveloped blocks and lots

The Owner shall drain and grade all lands to be developed in accordance with the overall drainage plans which are subject to the approval of the City Engineer. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Engineer on all vacant blocks and lots within built-up areas in the plan. Such maintenance will include weed control by annual spraying; grass and weed cutting to maintain a height not exceeding six inches; cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Engineer.

20.

Occupancy permits

The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name and traffic signs have been installed and approved by the Municipal Engineer and the necessary Occupancy Permit as required by the City Building By-law has been issued by the Building and Zoning Co-ordinator. The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance of the roads by the City, it shall at all times maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

21.

Completion of sidewalks, sodding, etc.

Sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed by June 30th following such occupancy. The City Engineer may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks and walkways are required to provide safe passage to and from schools and other facilities.

22. Maintenance of roads and snow plowing

The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the said plan of subdivision upon which such work has been done. The Owner hereby acknowledges that if the City by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and covenants that it will make no claim against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23. Expedi- as completion

It is the intention of this agreement that all works be performed expeditiously and continuously; that all underground services be installed within one year of the registration of the plan and that all aboveground services be installed within two years of the date of registration of the plan, unless such time is extended by the Municipal Engineer. Provided that if, in the opinion of the Municipal Engineer, the construction and installation of some of the works should be delayed, the Municipal Engineer may by written notice direct that such work be delayed until the date specified in the notice.

24. Top soil completion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations and, when so removed, the top soil shall be stockpiled and replaced upon the lands within the plan after the completion of the building operations. In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15 and October 1 in any year and the City shall be required within sixty days to remove the top soil or, after the expiry of the sixty days, the Owner shall be free to dispose of the top soil in its sole discretion.

25. Lot sodding and tree planting

The Owner shall apply a minimum of four inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of one deciduous tree (minimum two and one-half inch caliper) on the boulevard in front of each lot or semi-detached or townhouse unit and on the boulevard flanking each corner lot or corner unit, and at forty foot intervals in front of all other blocks and plant other trees as required in accordance with the landscaping specifications of the City of Brampton and as shown on the landscape plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a one-year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one-year period.

26. Parkland specifications

In respect of all lands designated for parkland, buffer strips and watercourse areas, the Owner agrees to perform all work in accordance with the specifications of the City and to the satisfaction of the Director of Parks and Recreation and to the satisfaction of the City Engineer.

It is understood and agreed that the Owner shall be responsible for any improvements to watercourses deemed necessary by the City or Conservation Authority to ensure protection against erosion along embankments.

All work required on watercourses within the plan shall be shown on the landscape plans and must be to the satisfaction of the Director of Parks and Recreation, the City Engineer, and the conservation authority where applicable.

27.

Fencing

The Owner agrees to construct and fence to the current City specifications all public walkways on the plan prior to the sale of the abutting residential lots and all other fencing required under this agreement or indicated on any landscape plan required under this agreement in conjunction with the grading and sodding of abutting lots.

28.

Park development

The Owner shall drain, grade, top dress and sod all lands which are to be conveyed to the City for park purposes except where lands within the plan have been designated by the Director of Parks and Recreation to be left in their natural state or finished to another standard. Such grading and drainage plans to be approved by the City Engineer and the Director of Parks and Recreation and to be completed in accordance with the City specifications.

29.

Tree protection

All existing trees to be retained must be fenced and protected prior to any construction and no existing trees shall be removed without prior approval in writing from the City Parks and Recreation Director.

30.

Architectural 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:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) 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.

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.

OTHER APPROVALS

31.

Regional
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads within or affected by the plan and necessary improvements thereto, and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

32.

Hydro
services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands, with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including the payment of levies as the said authority shall require, provided however, that the electrical distribution system shall be underground. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

33.

Ministry
of
Natural
Resources
and Con-
serva-
tion
Author-
ity
Approval

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the conservation authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses contained within the plan. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City

shall not be obligated to issue any building permits until provided with confirmation from the conservation authority and Ministry that this requirement has been complied with.

34.

School
Sites

The Owner shall enter into agreements with the Peel Board of Education and the Dufferin-Peel Roman Catholic Separate School Board to enable the Boards to purchase the lands designated as school sites, and the City shall not release the plan for registration until provided with confirmation from the School Boards that the agreements required by this clause have been entered into or that other arrangements satisfactory to the School Boards have been made.

FINANCIAL

35.

Taxes

The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before the execution of this agreement by the City. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Collectors' Roll according to the plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the City receives grants in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges outstanding against the lands within the plan shall be commuted for payment and paid in full prior to the release for registration of the plan by the City.

36.

City
Levies

The Owner covenants and agrees to pay to the City the levies set forth in Schedule 'E' attached hereto in the manner and at the times set forth in Schedule 'E'.

The City levies 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 levies of the City take effect with respect to the development covered by this agreement earlier than two 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 year period, any resolution of the City Council altering the aforesaid levy 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.

37.

The Owner covenants and agrees to pay to the Region the levies set forth in the Regional Development Levy Policy attached hereto as Schedule 'F' in the manner and at the times set forth in this policy and the Owner further agrees that this policy shall be binding upon the Owner and the Owner agrees to comply with all of the provisions of it.

38.

Insur-
ance

The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall be issued in the joint name of the Owner and City and Region and shall be deposited with the City prior to registration of the plan and remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$1,000,000 all inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain "completed operations" clause. Premiums on such policies shall be paid by the Owner for at least one year from the date on which the policy is deposited with the City and all such policies shall contain a provision that they will not be cancelled except on thirty days written notice to the City. 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. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event the Owner shall file a renewal certificate with the City not later than one month before the expiry date of any policy provided pursuant to this agreement and 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 order that all work on the lands within the plan cease until the policy is renewed.

(1) Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security approved by the City Treasurer, in the amount of one hundred per cent of the cost of all the works required by this agreement as estimated by the Municipal Engineer;

(2) In lieu of the securities mentioned under subparagraph (1) above, the Owner may deliver to the City a performance bond issued by a surety or guarantee company licensed by the Province of Ontario in an amount of one hundred per cent (100%) of all works specified in this agreement as estimated by the Municipal Engineer and a cash deposit in the amount of five per cent (5%) of the said estimated cost, but not exceeding Ten Thousand Dollars (\$10,000.00).

(3) Upon the failure by the Owner to complete a specified part of the work requested by the Municipal Engineer and in the time requested, 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 as referred to in subparagraphs (1) and (2) above to pay the cost of any part of the works the Municipal Engineer may deem necessary.

(4) Upon the failure by the Owner to complete the works in the time or times as stipulated in this agreement, the City by resolution of council may direct the surety or guarantee company which issued the said bond to complete the works.

(5) The City agrees to reduce from time to time the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Municipal Engineer upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the

underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Municipal Engineer. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Municipal Engineer and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the above ground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

(6) (a) Where a performance bond plus five per cent (5%) cash deposit has been received as per subparagraph (2) hereof the City will release the original performance bond on preliminary approval of all the underground works and receipt of the following documents:

- (i) statutory declaration that all accounts relative to the installation of the underground works have been paid;
- (ii) a maintenance bond for the underground works;
- (iii) a performance bond for the aboveground works.

(b) The City will release the performance bond for the aboveground work upon preliminary approval of all aboveground works and receipt of the following documents:

- (i) a statutory declaration that all accounts relative to the installation of the aboveground works have been paid;
- (ii) a maintenance bond for the aboveground works.

(c) The City will release the maintenance bond for the underground works upon final approval of the underground works at the expiration of the maintenance period. The maintenance bond for the aboveground work and five per cent (5%) cash deposit will be released upon final acceptance of the subdivision by Council at the expiration of the maintenance period of the aboveground works.

(7) Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any guarantee bond or other security where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the Municipal Engineer of works which have not yet been accepted by the City as being completed and the Owner shall be required to supply such details of completed and uncompleted works as are required by the Municipal Engineer.

40. The Owner shall use only approved City, Regional or M.T.C. first or second order bench marks for establishing elevations throughout the development. Prior to the end of the maintenance period of the aboveground works, the Owner's Surveyor shall establish one permanent second order bench mark for the first 25 acres or less plus one bench mark for every additional 25 acres within the Registered Plan. Location and type of bench mark to be agreed upon between the surveyor and the City Engineer at the time the bench mark(s) is(are) to be established.

41. The performance by the Owner of his obligations under this agreement to the satisfaction of the Council of the City shall be a condition precedent to the final acceptance of the works by the City. Prior to the final acceptance of works by the City, the Owner shall furnish the City with:

- (i) a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the works and that there are no outstanding claims relating to the works;

Bench
Marks

Final
Accept-
ance of
works

- (ii) a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one month prior to the application by the Owner for final acceptance of the works;
- (iii) further that he has placed all bench marks as required under Clause 42 and that he has provided the City Engineer with the description of location and elevation of these bench marks.
- (iv) one complete set of inked "as constructed" linens or cronoflex reproductions of all works including lot grading.

42. The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works

Admini-
stration
fees

cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the Municipal Engineer and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

GENERAL

43. | At no cost to the City or the Region, the Owner shall grant unto the City and the Region free of encumbrance the lands, easements and one-foot 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 and Region shall be lodged with the City before the registration of the plan or any part thereof.

44. | The Owner shall provide the City with a solicitor's certificate that the lands to be conveyed to the City pursuant to this agreement are free from encumbrance and that the Grantor is the registered owner thereof. The said certificate shall be delivered to the City at the time of conveyance.

(a) Prior to release for registration by the City, the Owner shall supply the City with eight (8) copies of the proposed final plan for verification as to compliance with this agreement.

(b) Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of eight (8) copies of the registered plan.

46. | The City shall by by-law regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement. The Owner shall post

43. |
Convey-
ances

44. |
Certi-
ficate

Copies
of
plans

46. |
Land use
and signs

signs on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings, the wording, size and location of such signs to be approved by the Building and Zoning Co-ordinator.

47.

Exemption
from
Part Lot
Control

The City agrees that after the restricted Area By-law to provide the zoning for the lands within the plan has been given final approval by the Ontario Municipal Board and after the plan of subdivision has been registered the City will, at the request of the Owner, pass by-laws to exempt from part lot control all lands within the plan designated for semi-detached or street townhouse purposes and requiring exemption from part lot control. The parties hereto agree that the City shall arrange for registration of all part lot control by-laws after any necessary approvals have been obtained and the Owner agrees to reimburse the City for all costs of registration.

48.

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 of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

49.

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 and the Region 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.

50.

Discretion of
Municipal
Engineer

Wherever decisions are made within the meaning of this agreement by the Municipal Engineer, the discretion of the said Municipal Engineer shall be exercised according to reasonable engineering standards.

51.
Approvals

Where under the terms of this agreement any approvals are required to be given on behalf of the City or the Region by the City Council or Regional Council or any official of the City or Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

52.
Mortgagees

The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

53.
Titles
of
Officials

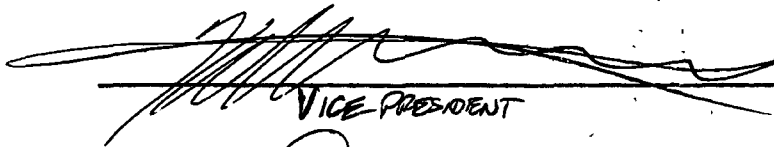
Wherever, in this agreement, the titles City Engineer, Parks and Recreation Director, and Building and Zoning Co-ordinator are used, these titles shall mean Commissioner of Public Works of the City of Brampton, Commissioner of Parks and Recreation of the City of Brampton, and Commissioner of Buildings and By-law Enforcement of the City of Brampton respectively.

54.
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 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.

AMEX DEVELOPMENTS LIMITED



VICE-PRESIDENT



MANAGER.

THE CORPORATION OF THE CITY OF BRAMPTON

JAMES E. ARCHDEKIN MAYOR

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

S. P. & M. MATERIALS LIMITED

Per: _____

Per: _____

MAPLETREE DEVELOPMENTS LIMITED

Per: _____

Per: _____

SPENVALLEY DEVELOPMENTS LIMITED

Per: _____

Per: _____

BANK OF MONTREAL

Per: _____

Per: _____

SCHEDULE 'A'

LEGAL DESCRIPTION

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) being composed of those parts of Lots 9 and 10 in Concession 5 east of Hurontario Street, designated as Part 1 on a plan of survey on record in the Land Registry Office (43), Land Titles Division of Peel at Brampton as Plan 43R 2039.

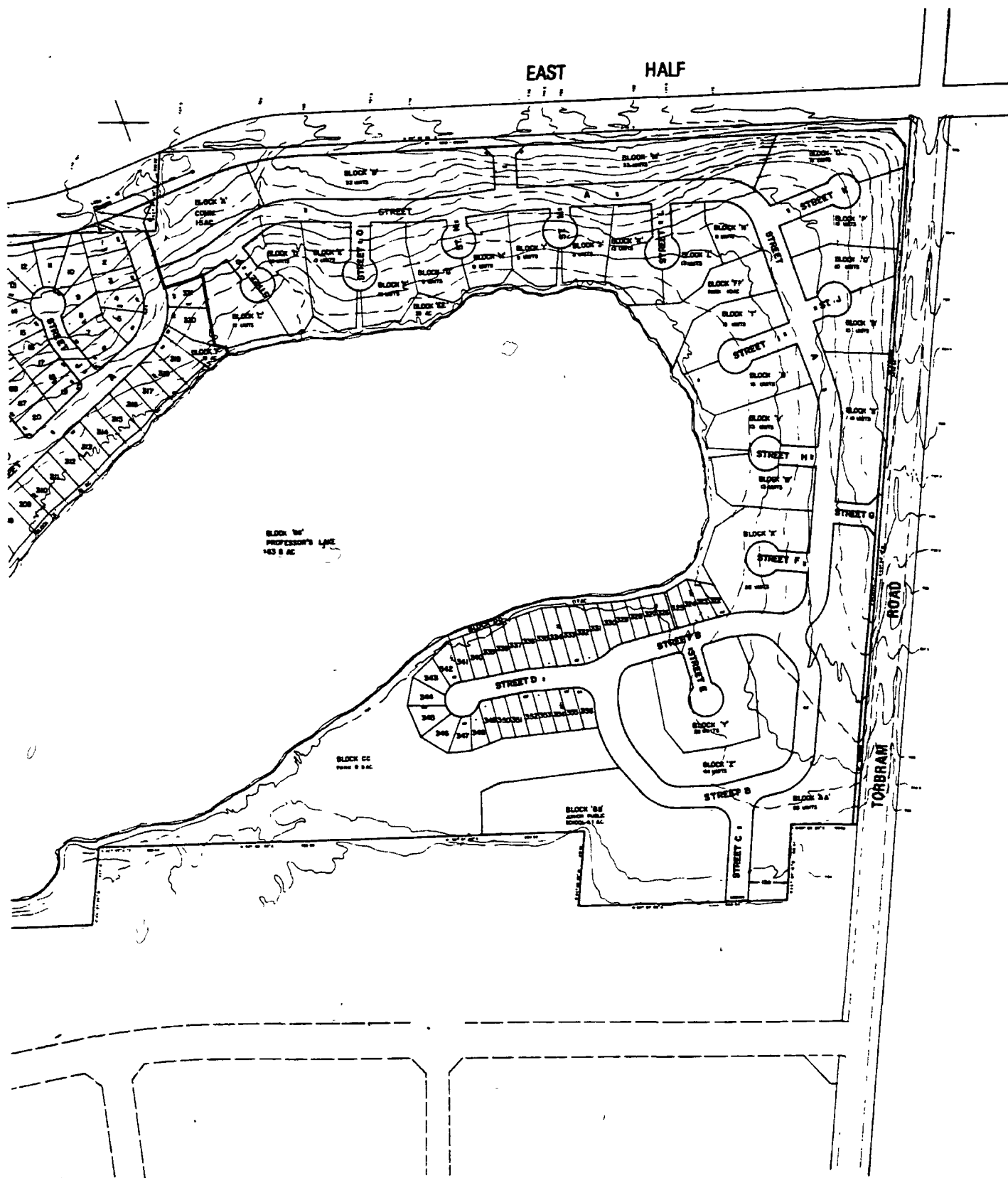


DEVELOPMENT AGREEMENT
Schedule 'B'

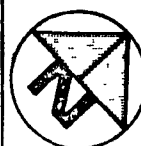


City of Brampton
 Planning Department

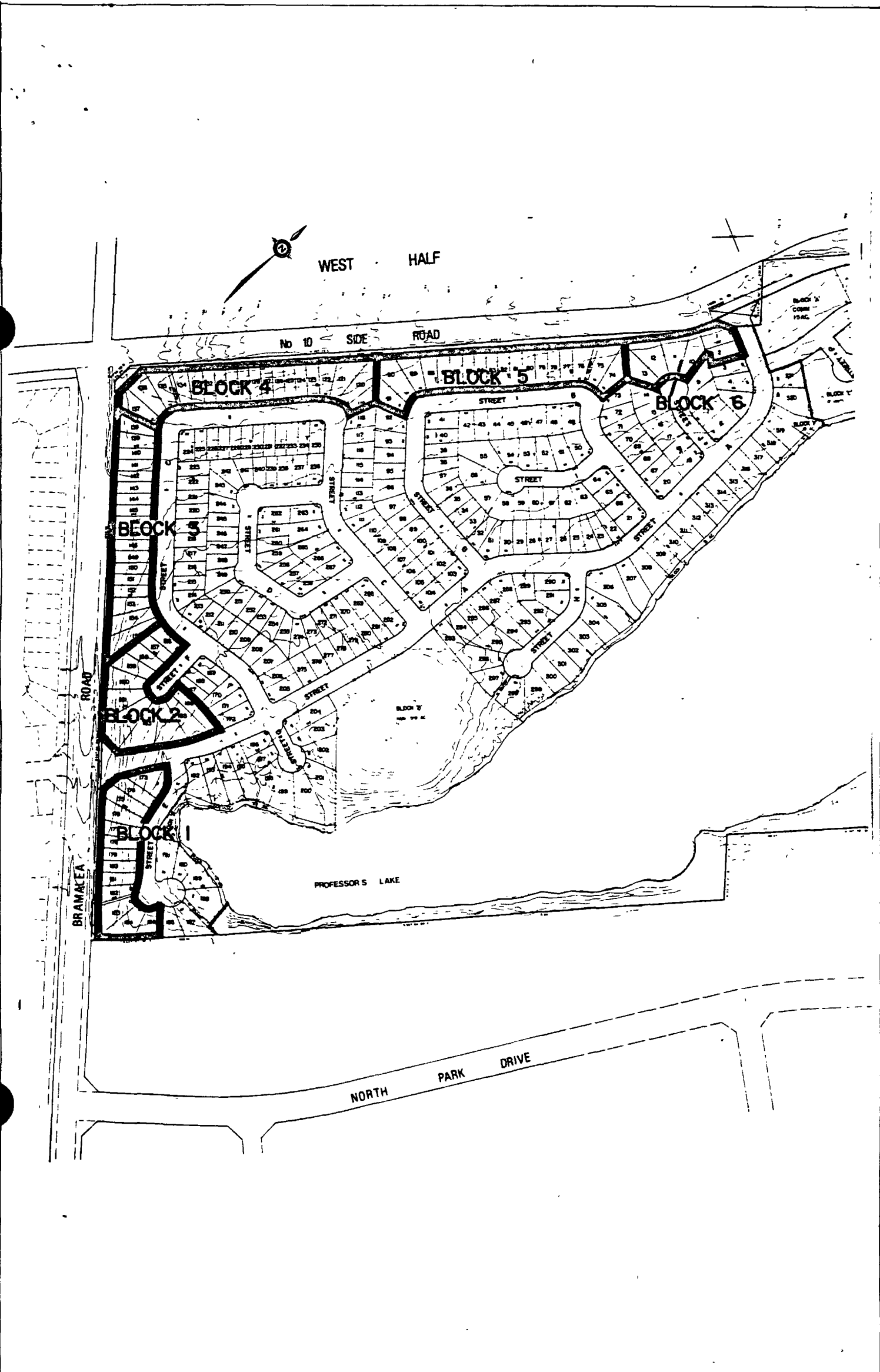
EAST HALF



DEVELOPMENT AGREEMENT
Schedule 'B'



City of Brampton
 Planning Department



DEVELOPMENT AGREEMENT
Schedule 'B-1'



City of Brampton
 Planning Department

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON
AND REGIONAL MUNICIPALITY OF PEEL

'C' (a) Lands to be Conveyed to the City of Brampton

1. Parkland

Blocks A, B, and F, west half - Blocks GG, CC, and FF, east half.

2. Shoreline Protection and Walkway Purposes

Blocks C, D, and E, west half - Blocks DD and EE, east half.

3. Walkways at the end of Streets F, H, I, K, L, M, N, O, P, between Lots 187 and 188, Lots 182 and 183, Lots 297 and 298, Lots 134 and 135, Lots 75 and 76, Lots 325 and 326, and between Blocks B and M (east half). These walkways shall all be ten (10) feet in width.

(b) One-Foot Reserves

1. All dead ends and open sides of road allowances shown on the plan.
2. Along Torbram Road, Bramalea Road, the frontage of the Commercial Block A (east half), No. 10 Sideroad (Bovaird Drive) and along the hypotenuses of all visibility triangles shown on the plan.
3. Along the northerly and north-westerly boundaries of Block I, along the southerly boundaries of Block II and III, along the northerly and southerly boundaries of Block IV and along the northerly boundary of Block V, all of which are shown in red on the plan attached to the Minister's conditions of draft approval.

(c) Highway Widening

1. Bramalea Road and Torbram Road to 60 feet from the centre line of the original concession road including 50-foot visibility triangles at each public highway intersection.
2. No. 10 Sideroad (Bovaird Drive) to 60 feet from the centre line of the original road allowance, including 50-foot visibility triangles at each public highway intersection.
3. The jog on No. 10 Sideroad (Bovaird Drive) shall be eliminated in accordance with standards acceptable to the City Engineer (which shall be deemed to be part of the works referred to in this agreement).

SPECIAL PROVISIONS

- 'D'
Bovaird Drive
1. (a) The Owner shall convey to the City, free of all encumbrances and at no cost, all land on the south side of No. 10 Sideroad (Bovaird Drive) which the City Engineer deems necessary to eliminate the jog on No. 10 Sideroad (Bovaird Drive) and in exchange the City agrees to stop up and close and convey to the Owner that part of No. 10 Sideroad (Bovaird Drive) adjacent to the plan which is, in the opinion of the Engineer, not required for highway purposes after elimination of the jog in No. 10 Sideroad (Bovaird Drive).
- (b) The Owner shall reimburse the City for all expenses incurred by the City in the acquisition of land adjacent to the north limit of No. 10 Sideroad (Bovaird Drive) which, in the opinion of the Municipal Engineer, must be acquired to eliminate the jog in this road, and without limiting the generality of the foregoing, such expenses shall include all sums paid as compensation for the land required and all legal and survey costs. The Owner shall pay these expenses to the City within thirty (30) days of receiving an invoice for them from the City.
- (c) The Owner shall, at its own expense, in accordance with plans and specifications to be approved by the Municipal Engineer, improve and upgrade No. 10 Sideroad (Bovaird Drive) from Bramalea Road to Torbram Road.
- 'D'
Storm Water Management Study
2. The Owner shall, prior to registration of the plan, provide a storm water management design study acceptable to the City and the Ministry of the Environment. The Owner shall, at its own expense, carry out all such works, recommended by this study as approved by the City and the Ministry of the Environment.
- 'D'
Final Plan
3. The Owner shall prepare the final plan of subdivision to show the following:
- (a) Lots 200 to 204, both inclusive, shall be shown as Block I.
- (b) Lots 275 to 282, both inclusive, shall be shown as Block II.
- (c) Lot 104 shall be shown as Block III.
- (d) Lots 283 to 297, both inclusive, shall be shown as Block IV.
- (e) Lot 298 shall be shown as Block V.
- 'D'
Shoreline Management Plan
4. (a) The Owner shall prepare at its own expense, a shoreline management plan acceptable to the Ministry of Natural Resources and the City which will:
- (i) describe the means whereby erosion and siltation and their effects are to be contained and minimized on the site especially the cliff on the south shore of the lake prior to, during and after the construction;
- (ii) determine the appropriate location of the beach or beaches;
- (iii) describe the means whereby the above-noted beaches will be maintained;
- (iv) provide detailed proposals of the 20-foot wide open space corridors surrounding the lake. These proposals are to include recommended tree and shrub plantings and a vegetation management scheme;
- (v) provide details of tree plantings in the residential areas.

4. (b) The Owner shall carry out or cause to be carried the works and proposals recommended and approved by the Ministry of Natural Resources in the reports described in the aforesaid paragraph 4 (a) i, ii, iii, iv and v.

- 'D'
Methane
Gas
Migration
Study
5. (a) The Owner shall, at its own expense, provide a study acceptable to both the City and the Ministry of the Environment investigating methane gas migration around the former waste disposal site situate within the plan.

(b) The Owner shall construct, at its own expense, if required by the City and the Ministry of the Environment, a methane gas control and monitoring system acceptable to the City and the Ministry. The Owner shall maintain this system at its own expense until the City and the Ministry of the Environment are satisfied that the lands surrounding the former waste disposal site are free of methane gas.

- 'D'
Building
Permits
6. The Owner agrees that the lots shown on the plan which comprise Blocks I, II, III, IV and V, shall not be developed until such time as the City and the Ministry of the Environment have confirmed in their sole discretion that the development of these lots can safely occur, having regard to possible gas migration. The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for such lots until such confirmation has been given.

In the event that such confirmation has been given subject to conditions, the Owner agrees that building permits with respect to the lots for which confirmation is given shall not be issued until such time as the Owner has satisfied such conditions, or entered into an agreement satisfactory to the City and the Ministry of the Environment relating to the satisfaction of such conditions. At such time as such confirmation has been given, and the conditions, if any, have been satisfied, or the aforesaid agreement has been entered into, the City will pass a by-law exempting such lands from part lot control pursuant to The Planning Act and the Owner shall be entitled to develop and convey such lands in accordance with the lot configuration set out in Schedule 'B' hereto and thereafter such lots shall, for all purposes of this agreement, be treated in the same manner as though they had originally been registered as lots pursuant to this agreement.

- 'D'
Alternate
Development
Consent
7. The Owner shall convey Lots 298 to 302, both inclusive, to the City free of all encumbrances for the location of park improvements and recreation facilities, in the event the Commissioner of Parks and Recreation is of the opinion that a site satisfactory to the City of Brampton for such park improvements and recreation facilities cannot be established in Block B (west half) due to methane gas migration. The City agrees that such opinion shall only be exercised according to reasonable engineering standards. In the event the City is satisfied that such lots, or some or any of them are not required for park purposes as aforesaid, the City shall forthwith reconvey such lots to the Owner who shall then be entitled to develop them as otherwise herein provided. In the event Lot 298 is reconveyed to the Owner, the provisions of paragraph 'D' 6. of this agreement shall continue to apply to this Lot until they have been satisfied.

'D'
Connection
to North
Park Drive *

8. (a) The Owner shall, prior to the registration of the plan, convey to the City or arrange the conveyance to the City, free of all encumbrances for the purposes of a public highway, a 66 foot strip of land (herein called 'the road strip') to extend Street C (east half) to connect to North Park Drive at a location satisfactory to the City Engineer;

(b) The Owner shall construct, at its own expense, in accordance with plans and specifications approved by the Municipal Engineer, a roadway and all services as deemed necessary by the Municipal Engineer along the aforesaid road strip.

(c) The Owner acknowledges that the City will not pass a by-law assuming this road strip for public use by the City until such time as the maintenance periods as set out in paragraph 15 of this agreement have expired and the road strip has been assumed by the City by by-law. The Owner, in conveying the road strip to the City, shall reserve a right-of-way over it until such time as the City has passed a by-law assuming the road strip for public use and shall convey a right-of-way to all purchasers of dwelling units fronting on the road strip.

The Owners and their successors and assigns agree that they shall not make any claims on the City pursuant to Section 427 of The Municipal Act, R.S.O. 1970, Chapter 284 or any successors to this Section until such time as the road is assumed for public use by the City by by-law and until such time as this by-law is passed, the Owners agree to indemnify and save harmless the City from and against any and all claims and demands whether for injuries to persons or loss of life or damage to property occurring, arising directly or indirectly out of the construction of the use of the road strip by any person.

'D'
School
Sites

9. The Owner agrees that Block EB (east half) shall be set aside for a school site and shall not be developed until such time as the Peel Board of Education has advised the City in writing that the site is not required for school purposes.

'D'
Special
Founda-
tions for
Services

10. The Owner in recognition of the fact that sewers, watermains and roads are to be constructed in areas recently regraded and/or filled shall provide the City and the Region with a soils report which shall indicate the special foundations required for the construction and installation of such sewers, watermains and roads. The Owner shall not commence construction or installation of any works until this report is approved by the City and the Region and the Owner shall, at its own expense, construct the foundations indicated in the approved report.

Soil
Tests

11. The Owner acknowledges that owing to the recent regrading and/or filling of areas within the plan that soil tests may be required in the discretion of the Commissioner of Buildings and By-law Enforcement prior to the issuing of any building permits for any lots or blocks within the plan and the Owner further acknowledges that owing to soil conditions, special foundation designs may be required for certain lots or blocks within the plan and further, that there is a possibility that the cost of some such special foundations may result in an additional cost to erect any buildings and structures on that particular lot or block. The Owner agrees to attach a copy of this clause to all agreements of purchase and sale with respect to lots or blocks within the plan and further agrees that all agreements of purchase and sale for lots or blocks within the plan shall be made conditional upon a building permit being issued by the City.

- 'D' 12. Sidewalks The Owner shall construct sidewalks in accordance with plans and specifications approved by the City Engineer along Bramalea Road, Torbram Road and No. 10 Sideroad where these roads abut the plan or alternatively, the Owner may pay to the City cash-in-lieu in an amount satisfactory to the City Engineer. In the event the Owner wishes to pay cash-in-lieu this payment shall be made prior to the registration of the plan.
- 'D' 13. Plans The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to the commercial block (Block A, east half), any residential block or the school site (Block BB, east half), if developed for anything other than a school until such time as an appropriate zoning by-law has been approved by the Ontario Municipal Board, a site plan for the development of the particular block is approved by the City, and the Owner has executed a development agreement satisfactory to the City.
- 'D' 14. Fencing The Owner shall construct, at its own expense, all such fencing as may be required by the City and the location and type of fencing shall be indicated on the landscaping plans required to be approved pursuant to this agreement. All fencing shall be completed within the time limits set for the completion of landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy. Without limiting the generality of the foregoing, the following fencing shall be required:
- (a) pedestrian barrier satisfactory to the City from the water's edge to the rear property lines of lots 188, 191, 192, 201, 298, and 319;
 - (b) four (4) foot black vinyl chain link fence in accordance with City specifications on the rear and/or side yards of:
 - (i) all lots abutting public open space on the plan excepting the rear lot lines of single family lots abutting the 20 foot lake public open space corridor, namely Lots 188 to 195, 198 to 201, 298 to 319, all inclusive;
 - (ii) all walkway corridors;
 - (iii) all lots abutting Bramalea Road, Torbram Road and No. 10 Sideroad (Bovaird Drive).
 - (c) four (4) foot black vinyl chain link fence in accordance with City specifications around the perimeter of the backyards of all street townhouse lots so that these lots are totally enclosed.
 - (d) solid masonry wall or other fence or wall satisfactory to the City on the property line between Block A (commercial block) and Block B (residential block), east half. This fence to be constructed prior to occupancy of any buildings constructed on Block A and provision with respect to it shall be included in any agreements with respect to the development of Block A.
- 'D' 15. (a) Landscaping Plans The Owner shall submit an individual landscape plan for each residential block and the commercial block, all of which are shown on the east half of the plan for approval by the City. The Owner acknowledges that building permits will not be issued with respect to any of these blocks until the landscaping plan for that particular block is approved.

(b) The landscape plans required to be approved by the City shall, in addition to all other requirements, provide for the following:

(i) a landscape buffer space of at least twenty (20) feet at the rear of all lots abutting major arterial roads including Bramalea Road, Torbram Road and No. 10 Sideroad (Bovaird Drive). Such landscape plan shall include and refer to house design and location, location and elevations of earth contouring and berming, dense landscape or screening and fencing to the satisfaction of the City

(ii) sidewalks and tree planting in accordance with City specifications on abutting arterial roads, namely Bramalea Road, Torbram Road and No. 10 Sideroad (Bovaird Drive).

(c) Landscaping of the shoreline protection area and all public open space areas.

16. In addition to all of the other requirements of this agreement with respect to parkland development, the Owner shall, at its own expense:

(a) cover all of Block B (west half) with a minimum of one (1) foot of good quality top soil and sod and landscape this block in accordance with the approved landscape plan. Where trees are to be planted, as shown on the landscape plan, the Owner shall provide, to the satisfaction of the City, a minimum of four (4) feet of good quality top soil.

(b) in the event the City constructs recreational facilities on Block B (5.9 acre park block west half) and Block CC (9.3 acre park block east half), pay to the City any and all differences in the cost of foundations and buildings made necessary because of soil conditions and by any methane gas abatement requirements necessary in the construction of such facilities. This cost shall include the cost of all consultants engaged and tests performed relating to soil conditions and methane gas matters. In the event the City has not constructed recreational facilities on these blocks prior to the time the City would be prepared to finally accept all of the works required by this agreement, the City and the Owner shall agree on a reasonable sum of money based on sound and proper engineering and construction standards to compensate the City for all such increased costs. Included in the money paid to the City shall be the cost of all consultants and tests necessary to arrive at this agreement. The amount as agreed upon shall be paid to the City prior to the City finally accepting all of the works and fully releasing all securities required to be filed pursuant to this agreement.

(c) complete, in accordance with the approved landscape plan, the shoreline protection area and all public open space areas shown on the plan prior to any occupancy permits for dwelling units within the plan being issued.

(d) provide all services and utilities to a location satisfactory to the City to serve recreational facilities intended to be constructed or erected within the plan. The location of all of these services and utilities shall be shown on the approved Engineering plans.

'D'

Parkland
Develop-
ment

(e) provide or pay to the City the cost of providing water front maintenance within the plan until all of the works required by this agreement have been completed and accepted by the City.

'D'
17. The Owner shall not object to any reasonable by-law of the City passed for the purpose of regulating and controlling the lake area and all public open space shown on the plan.

Parks
By-law

Lake
Provi-
sions
18. (a) The drainage plans required to be filed and approved pursuant to this agreement shall indicate a lake control system satisfactory to the City to control water levels in the lake. This system shall be constructed and installed prior to the issuance of any occupancy permits for dwelling units within the plan. The Owner shall make any changes or additions to this system as may be required by the City prior to the acceptance of the system.

(b) The Owner shall convey to the City all easements as may be required in the opinion of the Municipal Engineer to construct the lake overflow inlet and storm drainage system.

(c) The Owner shall, prior to registration of plan, submit and have approved by the City a fish stocking and maintenance plan. The Owner shall, at its own expense, provide all such approved fish stocking and maintenance in accordance with a timing schedule to be approved as part of the plan.

(d) The Owner shall, at its own expense, engage consultants for the purposes of monitoring water quality in the lake through quarter-yearly testing and reporting for a two year period from registration of the plan and annual testing and reporting thereafter until all of the works within the plan are finally accepted by the City. If required by the City as a result of such tests, the Owner shall, at its own expense, carry out any preventive maintenance or water treatment as may be required to provide water quality acceptable to the City.

(e) The Owner shall construct or install an aeration system in the event the City requires such a system as a result of potential eutrophication of the lake. The plans and specifications for this system shall be approved by the City prior to installation thereof and it shall be installed to the satisfaction of the City.

(f) The Owner shall provide and construct, to the satisfaction of the City, and in accordance with plans and specifications approved by the City, all necessary works to prevent soils and contaminants from entering the lake prior to any grading or earth work, during construction and upon completion of construction. If, in the opinion of the City, the Owner has failed to provide adequate siltation protection, the Owner shall, at its own expense, remove silt from the lake by means of dredging or other methods approved by the City.

(g) Notwithstanding the date of completion of construction of any of the works set forth in paragraphs 18 (a) to (f) of this clause, the Owner shall maintain all of these works and all erosion control works constructed in connection with the lake in accordance with this agreement until such time as the City is prepared to finally accept all of the works constructed within the plan.

- 'D' 19. All street townhouse dwelling units to be constructed on the lands shall be designed and constructed so as to provide access from front yard to rear yard for lawn and garden maintenance equipment and other similar equipment without passing through a habitable room which includes the kitchen, dining room, family room or living room of the dwelling unit. Where direct access is provided through an unfinished basement, the door opening to the rear yard must be adjacent to either sidewall of the dwelling unit and directly opposite to the door leading from the front yard to the basement. The Owner acknowledges that the Architectural Control Committee shall not approve any dwelling unit which does not comply with this clause and further acknowledges that the City shall not issue any building permits for dwelling units which do not comply with this clause.
- Townhouse Construction
- 'D' 20. It is the intention of the City and the Owner that the owners of single family lots abutting on the lake, as shown on the plan, namely Lots 188 to 201 both inclusive and Lots 298 to 319 both inclusive, shall have the right to occupy and use that portion of the twenty (20) foot shoreline reserve as abut the rear limits of their lots. Prior to registration of the plan, the Owner and the City shall enter into an agreement satisfactory to the City and binding upon all subsequent purchasers of such lots which will provide the terms and conditions of such use and occupation. This agreement shall contain provisions:
- (a) giving the owner exclusive occupancy of the strip abutting their lot subject to the owner maintaining it to a reasonable standard;
- (b) providing that no buildings, fences, docks or other structures shall be erected or constructed on the land;
- (c) providing that no planting or removal of any landscaping may take place without the written consent of the Commissioner of Parks and Recreation.
- 'D' 21. The Owner shall, prior to registration of the plan, convey or cause to be conveyed to the City, such additional land adjacent to the south limit of the plan as may be required by the City to develop the park walkway system and necessary landscaping adjacent to the south limit of the lake shown on the plan. The City shall assist and cooperate with the Owner in acquiring this additional land, which may include entering into an agreement with Bramalea Limited in a form satisfactory to the City.
- Addition Parkland
- 'D' 22. (a) The Owner shall, prior to registration of the plan, provide a noise attenuation study acceptable to the City and the Ministry of the Environment. The Owner shall, at its own expense, carry out such works and noise attenuation methods as are recommended by this study and approved by the City and the Ministry of the Environment which, without limiting the generality of the foregoing, shall include the following:
- Noise Attenuation
- (i) provision in accordance with the noise standards of the Ministry of the Environment the following minimum square feet of noise protected outdoor living area for all dwelling units located within 30 metres (98.4 feet) of Bramalea Road, Bovaird Drive and Torbram Road
- (aa) single family dwelling unit - 75 square metres (807.3 square feet)
- (bb) street townhouse dwelling unit - 45 square metres (484.4 square feet).

22. (ii) provision of a noise attenuation barrier to shield the outdoor living area from arterial road noise. This noise attenuation barrier shall be constructed in accordance with plans and specifications to be approved by the City and the Ministry of the Environment.

For the purposes of this agreement, the definition of the term "outdoor living area" shall be the same as that contained in the restricted area by-law for the plan.

(b) The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to any of the lots within the blocks shown on the plan attached hereto as Schedule 'B-1' until such time as a site plan for the development of that particular block is approved by the City and the Owner has executed an agreement with respect to the development of that block satisfactory to the City. Without limiting the generality of the foregoing, the site plan shall show the location and elevation of all buildings, the location and elevation of all existing high-ways, if possible the location and elevation of all future high-ways, the noise attenuation barrier, fences, trees, shrubs, and other suitable ground cover to provide adequate landscaping and privacy.

- 'D'
Works 23. All things required by Schedule 'D' of this agreement to be completed, installed, constructed or provided shall be deemed to be works within the meaning of this agreement and unless otherwise provided, shall be at the expense of the Owner.

- 'D'
Agreement
Adminis-
tration 24. Recognizing that the east and west halves of the plan are to be connected to separate trunk facilities which may necessitate a different timing of construction of works required by this agreement for the east and west halves of the plan, the City shall, in the administration of this agreement, exercise its discretion reasonably with respect to all matters provided for by this agreement so as to not unduly or unreasonably restrict the Owner in the development and marketing of the land or the occupancy of dwelling units within the plan, provided, however, that this clause shall not apply to alter any of the provisions of this agreement with respect to the filing or release of any securities required to be provided pursuant to this agreement or alter the requirements with respect to final acceptance of the works or alter the requirements that the public open space and lake control system be completed to the satisfaction of the Municipal Engineer and the Commissioner of Parks and Recreation prior to the issuance of any occupancy permits for dwelling units within the plan.

CITY AND REGIONAL LEVIES

1.
City
levies

The Owner covenants and agrees to pay to the City the following development levies:

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or townhouse building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

2.
City
levies

Recognizing the tax impact of new development on the taxes on existing properties in the City of Brampton, the Owner agrees that in addition to all other levies provided for by this agreement the Owner will pay to the City a levy with respect to all residential units calculated as follows:

- (i) with respect to block townhouses or apartment buildings the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein.
- (ii) with respect to street townhouses the sum of Six Hundred and Twenty-Five Dollars (\$625.00) for each residential unit contained therein.
- (iii) with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein.

Such additional levies shall be paid with respect to all residential units contained in each building prior to the issuance of a building permit.

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

3.
Road and
Bridge
Levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay to the City a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and town house units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with the base to be as of 15 January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) At the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

gional
levies

The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

For apartment type residential development:

\$600.00 per dwelling unit under 900 square feet in area;

\$900.00 per dwelling unit having an area from 900 to 1,150 square feet;

\$1,200.00 per dwelling unit over 1,150 square feet in area.

The above levies shall be effective 1st January 1974 and be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year. Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.

SCHEDULE 'F'

4-2-2 CONSOLIDATED DEVELOPMENT LEVY POLICY

.1 Regional development levies are as follows:

	<u>Base Contribution</u> <u>January 1, 1974</u>
a) Single family, semi-detached, townhouse and other forms of low rise, multiple residential units	\$1,300.00 per unit
b) Apartment units	
i) Under 900 sq.ft.	\$ 600.00 per unit
ii) 900 to 1150 sq.ft.	900.00 per unit
iii) Over 1150 sq.ft.	1,200.00 per unit

(1976-334-28)

.2 Regional development levies shall be adjusted twice yearly as of February 1 and August 1 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 1 and August 1, respectively, of each year.

(1976-334-28)

.3 Residential development levies shall be assessed on all residential development with exceptions only as set out herein. (1976-334-28)

.4 Regional development levies, upon receipt, shall be allocated for capital expenditures on Regional waterworks (approximately 10 percent), sewers (approximately 10 percent), Regional roads hospital and solid waste facilities, Regional buildings and for other Regional capital purposes. (1976 -334-28)

.5 Regional development levies are subject to reduction provisions in the amount of 10 percent for sanitary sewers, and a like amount for water:

- a) where the development proposed is outside of designated sanitary sewer or water service areas.
- b) where by prior agreement the developer has been exempted from payment of levies for these purposes. (1976-334-28)

.6 Regional development levies are applicable to all plans of subdivision, all divisions of land and all rezoning approvals where greater densities are being created, and should not apply if the purpose for which the consent/permission is being sought does not result in increasing the development potential of the land affected.

(1976-334-28)

- .7 Policy 4-2-2.7 pursuant to which the Region of Peel seeks to impose Development Levies upon Condominium Developments, is rescinded. (1977-312-1)
- .8 The Area Municipalities are authorized, and agree to collect all Regional and Area Municipal levies other than those associated with land severances, and to remit the Regional levies on a monthly basis to the Regional Municipality of Peel. The Region of Peel is authorized, and agrees to collect all Regional and Area Municipal levies associated with land severances, and to remit on a monthly basis, Area Municipal levies that are collected to the respective Area Municipality. (1976-334-28)
- .9 Regional levies shall be payable through the Area Municipalities and where possible, in the same manner and with the same regard as to the timing of and the portion of payment due, as levies for Area Municipal purposes. (1976-334-28)
- .10 Undesignated development funds accumulated and to accrue to the credit of Area Municipalities by virtue of agreements executed prior to January 1, 1974, or as amended without prejudice to the Region, shall remain and accrue only to the Area Municipality. (1976-334-28)
- .11 The Region may make application to any Area Municipality for a grant from their accumulated development funds to provide for the financing of public works which are deemed to be, or in part to be, the responsibility of the Area Municipality, as a result of commitments made by that municipality prior to January 1, 1974. (1976-334-28)
- .12 No Regional development levies shall be imposed on industrial, commercial or nonresidential components of developments. (1976-334-28)
- .13 Release of any proposed development which may require Regional participation, shall be by the Regional Council and only if funds are available for the Region's participation in oversizing, or alternative satisfactory arrangements have been negotiated between the Region, the Area Municipality and the developer. (1976-334-28)
- .14 All subdivision agreements or components thereof such as financial and engineering agreements shall be multiparty agreements to provide for both Area Municipal and Regional requirements. (1976-334-28)
- .15 The Regional Development levy policy may be changed from time to time by resolutions of the Council of the Region of Peel, 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 Regional development levy policy provided that no such change shall take effect earlier than two full years after the date upon which the relevant Area Municipal council passed a by-law authorizing the execution of that agreement. (76-334-28)

DATED: 7th February 1979

AMEX DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

S. P. & M. MATERIALS LIMITED,
MAPLETREE DEVELOPMENTS LIMITED,
SPENVALLEY DEVELOPMENTS LIMITED
and BANK OF MONTREAL

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET, EAST,
BRAMPTON, ONTARIO.
L6V 1A4

27-74

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO: THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF PEEL (No. 43)

THE CORPORATION OF THE CITY OF BRAMPTON,
being interested in the land entered
as Parcel 9-1
in the Register for Section 43-CHNG. - 5 (E.H.S.)
of which AMEX DEVELOPMENTS LIMITED
is the registered owner, hereby apply to have
Notice of an Agreement dated the 7th day of February, 1979

made between AMEX DEVELOPMENTS LIMITED,

THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY
OF PEEL, MAPLETREE DEVELOPMENTS LIMITED, SPENVALLEY DEVELOPMENTS
and BANK OF MONTREAL
entered on the parcel register.

The evidence in support of this Application consists of:

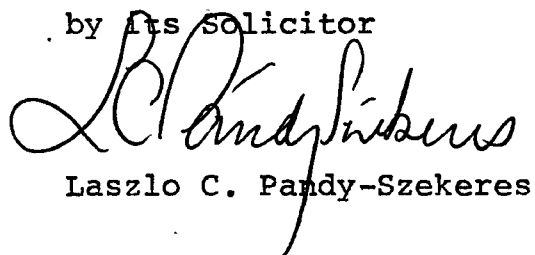
1. An executed copy of the said Agreement

This application is not being made for any fraudulent
or improper purpose.

The address for service is 24 Queen Street East, Brampton, Ontario.

THE CORPORATION OF THE CITY OF BRAMPTON

by its solicitor


Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate
this 7th day of February, 1979.

B E T W E E N :

AMEX DEVELOPMENTS 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

~~SXXRXXXMXXMATERIALS LIMITED~~, MAPLETREE
DEVELOPMENTS LIMITED, SPENVALLEY
DEVELOPMENTS LIMITED and BANK OF MONTREAL

hereinafter called 'the Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner
of the lands described in Schedule "A" (hereinafter referred
to as "the lands") and further warrants that the Mortgagees
are the only mortgagees of the said lands;

AND WHEREAS the Owner desires to subdivide the
lands in accordance with the proposed plan of subdivision as
draft approved shown as Schedule 'B' which consists of two pages,
one showing the west half of the draft plan and the other showing
the east half (hereinafter referred to as 'the plan');

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 each with the other as follows:

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

1. For the purposes of this agreement, "Municipal Engineer" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.
Muni-
cipal
Engineer

2. 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 sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Municipal Engineer and/or Parks and Recreation Director within twelve months after the issuance of the first occupancy permit unless specified otherwise in this agreement.
"Works"

3.
Consult-
ing
Engineer

Wherever under the terms of this agreement the Owner is required to design and construct any works, the Owner shall employ competent engineers registered with the Association of Professional Engineers of Ontario and Landscape Architects registered with the Ontario Association of Landscape Architects or American Institute of Landscape Architects to:

- (a) design;
- (b) prepare and furnish all required drawings;
- (c) prepare the necessary contracts;
- (d) obtain the necessary approvals in conjunction with the City or its agents;
- (e) provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Municipal Engineer. The Municipal Engineer may, where reasonably necessary, require the Owner to provide a Resident Engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;
- (f) obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cronoflex reproductions with the City Engineer and Mylar duplicates with the Commissioner of Public Works for the Region of Peel;
- (g) furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Engineer;
- (h) prepare and provide the City, for each lot or block within the plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

- (i) prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision;
- (j) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

4.
Owner's
Expense

The Owner shall design, construct and install at its own expense and in a good and workmanlike manner, all works as hereinafter set forth including those works set forth in Schedule 'D' attached hereto and complete, perform or make payment for all such matters as are hereinafter provided, including those matters set forth in Schedule 'D' attached hereto, within such time limits as are specified herein and in Schedule 'D' attached hereto.

5.
Storm
Sewers

(a) The Owner shall construct and complete storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all the lands within the plan and adjacent road allowances according to designs approved by the City Engineer and in accordance with the specifications of the City in effect on the day of approval by the City Engineer. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage, until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Engineer and shall be constructed according to designs approved by the City Engineer and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the City Engineer, will require their

use as trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

Sani-
tary
Sewers

(b) The Owner shall construct and complete the sanitary sewer drainage works including lateral connections to the street line for each lot or block as shown on the plan, including all appurtenances, manholes, apparatus and equipment to service all the lands within the plan, according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the sanitary sewer system, including clearing of any blockages, until finally accepted by the Region. The sewers shall be connected to an outlet or outlets within or outside the plan as may be designated by the Commissioner of Public Works and shall be constructed according to designs approved by the Commissioner of Public Works and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the Commissioner of Public Works, will require their use as trunk outlets. The Region may connect or authorize connections to the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the Region.

Water
Systems

(c) The Owner shall construct and complete a potable water system including service connections to the street line for each lot or block as shown on the plan, including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment to service all lands within the plan according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the complete water distribution system in accordance with the regulations and by-laws of the Region until they are finally accepted by the

Region. The water system shall include any trunks within or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

6. The Owner shall remove and stockpile all top soil and shall rough grade to the full width all road allowances and walkways (except where existing trees are to be retained) as shown on the plan prior to the installation or construction of watermains, sanitary sewers, curbs, gutters, sidewalks or utilities. The Owner further agrees to keep the boulevards free and clear of all materials and obstructions.

Top
Soil

7. (a) The Owner shall install and construct or reconstruct to the City's specifications all roads as shown on the plan attached hereto as Schedule "B", including traffic islands where specified by the Municipal Engineer. All roads shall conform to grades as approved by the Municipal Engineer. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

Roads

(b) The Owner agrees that on any multi-family blocks, all private roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Private
Roads

(c) The Owner shall carry out certain improvements to abutting Regional roads according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works.

Regional
Roads

8.

Curbs

The Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or Region. If any curb depressions are not located correctly with respect to any driveway, the Owner shall construct a curb depression in the correct location and fill in the original depression in accordance with the City's specifications. The Owner shall install paved driveways from curb to street line (or from curb to sidewalk where sidewalks are installed) to the specifications of the City.

9.

Pedestrian
Ways

The Owner shall construct sidewalks, connecting and park walkways, associated foot bridges and pedestrian grade separations in locations as shown on the plan or the landscape plan according to specifications of the City and maintain them until they are finally accepted in writing by the City.

10.

Street
name and
traffic
signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region for all traffic devices as shown on the approved engineering plans installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

11.

Street
Lights

The Owner shall construct and install to the City or Region's specifications a street lighting system along all roads shown on the plan to the satisfaction of the Municipal Engineer and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two months after the first occupancy on each street.

12.

Building
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which

the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter and all granular material required up to and including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Building & Zoning Co-ordinator and the City Engineer. Each building permit application shall be accompanied by the certificate referred to in paragraph 3 (g) of this agreement.

13.

Maintain
gravel
base

Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four hour period, the City Engineer may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty days of the date of the invoice from the City.

14...
Com-
mence-
ment of
construc-
tion

The Owner shall not commence construction of any of the works required by this agreement until the detailed engineering and landscape plans and specifications of such works have been approved by the Municipal Engineer and Director of Parks and Recreation, respectively, and such approval has been signified by appropriate signatures on the original plans and specifications but such signatures shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. And further, the Owner shall not commence construction of any of the works required by this agreement until the detailed landscape plans and specifications have been approved by the Director of Parks and Recreation and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

15.
Main-
tenance
of ser-
vices

(a) The Owner shall maintain the underground works for a period of two years following preliminary approval of all underground works, or up to the time when the aboveground works have progressed to the completion of the base course of asphalt whichever occurs later.

(b) The Owner shall maintain all of the aboveground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two year period after which it shall place top course asphalt and complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the Municipal Engineer shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from its obligations under this agreement.

16.
Owner
in
default

If, in the opinion of the Municipal Engineer, 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 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 Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten clear days after such notice, then, in that case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his 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 Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the City or Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

17.

Exist-
ing and
final
eleva-
tions

Prior to the registration of the plan, the Owner shall submit to the City Engineer and Director of Parks and Recreation a plan or plans showing:

- (a) the existing and final elevations of the lands as determined by reference to a geodetic benchmark or an established City of Brampton benchmark,
- (b) final grades of all roads as approved by the City Engineer,
- (c) the lands designated for drainage works; and shall obtain approval of such elevations from the City Engineer, and
- (d) the landscape grading plans of parklands, boulevards, and buffer areas.

18.

Lot and
block
grading
and
drain-
age

The Owner, during the term of this agreement, agrees that it will be responsible for the drainage of all the lots and blocks within the plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner or the City to enter for a period of three years from such sale and undertake modifications to the surface drainage features of the said lots and blocks in accordance with the drainage patterns proposed by this agreement. It is further agreed that, should drainage rectification become necessary in the absolute discretion of the City Engineer at any time during the term of this agreement and prior to the expiration of the right to enter and the Owner fails to make such rectification when so instructed by the City Engineer, the City may, at its option, undertake the correction of such drainage situation and all costs thereof shall be charged back to the Owner and shall include a management fee of 15% of the cost of labour and material. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City Engineer.

19.

Undeveloped blocks and lots

The Owner shall drain and grade all lands to be developed in accordance with the overall drainage plans which are subject to the approval of the City Engineer. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Engineer on all vacant blocks and lots within built-up areas in the plan. Such maintenance will include weed control by annual spraying; grass and weed cutting to maintain a height not exceeding six inches; cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Engineer.

20.

Occupancy permits

The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name and traffic signs have been installed and approved by the Municipal Engineer and the necessary Occupancy Permit as required by the City Building By-law has been issued by the Building and Zoning Co-ordinator. The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance of the roads by the City, it shall at all times maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

21.

Completion of sidewalks, sodding, etc.

Sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed by June 30th following such occupancy. The City Engineer may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks and walkways are required to provide safe passage to and from schools and other facilities.

22.
Main-
tenance
of
roads and
snow
plowing

The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the said plan of subdivision upon which such work has been done. The Owner hereby acknowledges that if the City by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and covenants that it will make no claim against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.
edi-
us
com-
pletion

It is the intention of this agreement that all works be performed expeditiously and continuously; that all underground services be installed within one year of the registration of the plan and that all aboveground services be installed within two years of the date of registration of the plan, unless such time is extended by the Municipal Engineer. Provided that if, in the opinion of the Municipal Engineer, the construction and installation of some of the works should be delayed, the Municipal Engineer may by written notice direct that such work be delayed until the date specified in the notice.

24.
Top soil
comple-
tion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations and, when so removed, the top soil shall be stockpiled and replaced upon the lands within the plan after the completion of the building operations. In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15 and October 1 in any year and the City shall be required within sixty days to remove the top soil or, after the expiry of the sixty days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.
Lot sod-
ing and
tree
planting

The Owner shall apply a minimum of four inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of one deciduous tree (minimum two and one-half inch caliper) on the boulevard in front of each lot or semi-detached or townhouse unit and on the boulevard flanking each corner lot or corner unit, and at forty foot intervals in front of all other blocks and plant other trees as required in accordance with the landscaping specifications of the City of Brampton and as shown on the landscape plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a one-year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one-year period.

26.
Parkland
specifi-
cations

In respect of all lands designated for parkland, buffer strips and watercourse areas, the Owner agrees to perform all work in accordance with the specifications of the City and to the satisfaction of the Director of Parks and Recreation and to the satisfaction of the City Engineer.

It is understood and agreed that the Owner shall be responsible for any improvements to watercourses deemed necessary by the City or Conservation Authority to ensure protection against erosion along embankments.

All work required on watercourses within the plan shall be shown on the landscape plans and must be to the satisfaction of the Director of Parks and Recreation, the City Engineer, and the conservation authority where applicable.

27.

Fencing

The Owner agrees to construct and fence to the current City specifications all public walkways on the plan prior to the sale of the abutting residential lots and all other fencing required under this agreement or indicated on any landscape plan required under this agreement in conjunction with the grading and sodding of abutting lots.

28.

Park
develop-
ment

The Owner shall drain, grade, top dress and sod all lands which are to be conveyed to the City for park purposes except where lands within the plan have been designated by the Director of Parks and Recreation to be left in their natural state or finished to another standard. Such grading and drainage plans to be approved by the City Engineer and the Director of Parks and Recreation and to be completed in accordance with the City specifications.

29.

Tree
protec-
tion

All existing trees to be retained must be fenced and protected prior to any construction and no existing trees shall be removed without prior approval in writing from the City Parks and Recreation Director.

30.

Archi-
tectural
Control
Commit-
tee

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:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) 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.

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.

OTHER APPROVALS

31.

Regional
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads within or affected by the plan and necessary improvements thereto, and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

32.

Hydro
services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands, with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including the payment of levies as the said authority shall require, provided however, that the electrical distribution system shall be underground. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

33.

Ministry
of
Natural
Resources
and Con-
servation
Author-
ity
Approval

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the conservation authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses contained within the plan. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City

shall not be obligated to issue any building permits until provided with confirmation from the conservation authority and Ministry that this requirement has been complied with.

34.

School
Sites

The Owner shall enter into agreements with the Peel Board of Education and the Dufferin-Peel Roman Catholic Separate School Board to enable the Boards to purchase the lands designated as school sites, and the City shall not release the plan for registration until provided with confirmation from the School Boards that the agreements required by this clause have been entered into or that other arrangements satisfactory to the School Boards have been made.

FINANCIAL

35.

Taxes

The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before the execution of this agreement by the City. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Collectors' Roll according to the plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the City receives grants in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges outstanding against the lands within the plan shall be commuted for payment and paid in full prior to the release for registration of the plan by the City.

36.

City
Levies

The Owner covenants and agrees to pay to the City the levies set forth in Schedule 'E' attached hereto in the manner and at the times set forth in Schedule 'E'.

The City levies 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 levies of the City take effect with respect to the development covered by this agreement earlier than two 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 year period, any resolution of the City Council altering the aforesaid levy 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.

37.

The Owner covenants and agrees to pay to the Region the levies set forth in the Regional Development Levy Policy attached hereto as Schedule 'F' in the manner and at the times set forth in this policy and the Owner further agrees that this policy shall be binding upon the Owner and the Owner agrees to comply with all of the provisions of it.

38.

Insur-
ance

The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall be issued in the joint name of the Owner and City and Region and shall be deposited with the City prior to registration of the plan and remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$1,000,000 all inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain "completed operations" clause. Premiums on such policies shall be paid by the Owner for at least one year from the date on which the policy is deposited with the City and all such policies shall contain a provision that they will not be cancelled except on thirty days written notice to the City. 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. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event the Owner shall file a renewal certificate with the City not later than one month before the expiry date of any policy provided pursuant to this agreement and 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 order that all work on the lands within the plan cease until the policy is renewed.

(1) Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security approved by the City Treasurer, in the amount of one hundred per cent of the cost of all the works required by this agreement as estimated by the Municipal Engineer;

(2) In lieu of the securities mentioned under subparagraph (1) above, the Owner may deliver to the City a performance bond issued by a surety or guarantee company licensed by the Province of Ontario in an amount of one hundred per cent (100%) of all works specified in this agreement as estimated by the Municipal Engineer and a cash deposit in the amount of five per cent (5%) of the said estimated cost, but not exceeding Ten Thousand Dollars (\$10,000.00).

(3) Upon the failure by the Owner to complete a specified part of the work requested by the Municipal Engineer and in the time requested, 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 as referred to in subparagraphs (1) and (2) above to pay the cost of any part of the works the Municipal Engineer may deem necessary.

(4) Upon the failure by the Owner to complete the works in the time or times as stipulated in this agreement, the City by resolution of council may direct the surety or guarantee company which issued the said bond to complete the works.

(5) The City agrees to reduce from time to time the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Municipal Engineer upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the

underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Municipal Engineer. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Municipal Engineer and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the above ground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

(6) (a) Where a performance bond plus five per cent (5%) cash deposit has been received as per subparagraph (2) hereof the City will release the original performance bond on preliminary approval of all the underground works and receipt of the following documents:

- (i) statutory declaration that all accounts relative to the installation of the underground works have been paid;
- (ii) a maintenance bond for the underground works;
- (iii) a performance bond for the aboveground works.

(b) The City will release the performance bond for the aboveground work upon preliminary approval of all aboveground works and receipt of the following documents:

- (i) a statutory declaration that all accounts relative to the installation of the aboveground works have been paid;
- (ii) a maintenance bond for the aboveground works.

(c) The City will release the maintenance bond for the underground works upon final approval of the underground works at the expiration of the maintenance period. The maintenance bond for the aboveground work and five per cent (5%) cash deposit will be released upon final acceptance of the subdivision by Council at the expiration of the maintenance period of the aboveground works.

(7) Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any guarantee bond or other security where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the Municipal Engineer of works which have not yet been accepted by the City as being completed and the Owner shall be required to supply such details of completed and uncompleted works as are required by the Municipal Engineer.

40. The Owner shall use only approved City, Regional or M.T.C. first or second order bench marks for establishing elevations throughout the development. Prior to the end of the maintenance period of the aboveground works, the Owner's Surveyor shall establish one permanent second order bench mark for the first 25 acres or less plus one bench mark for every additional 25 acres within the Registered Plan. Location and type of bench mark to be agreed upon between the surveyor and the City Engineer at the time the bench mark(s) is(are) to be established.

41. The performance by the Owner of his obligations under this agreement to the satisfaction of the Council of the City shall be a condition precedent to the final acceptance of the works by the City. Prior to the final acceptance of works by the City, the Owner shall furnish the City with:

- (i) a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the works and that there are no outstanding claims relating to the works;

40.

Bench
Marks

41.

Final
Accept-
ance of
works

- (ii) a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one month prior to the application by the Owner for final acceptance of the works;
- (iii) further that he has placed all bench marks as required under Clause 42 and that he has provided the City Engineer with the description of location and elevation of these bench marks.
- (iv) one complete set of inked "as constructed" linens or cronoflex reproductions of all works including lot grading.

42.
Admini-
stration
fees

The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works

cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the Municipal Engineer and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

GENERAL

43. | At no cost to the City or the Region, the Owner shall grant unto the City and the Region free of encumbrance the lands, easements and one-foot 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 and Region shall be lodged with the City before the registration of the plan or any part thereof.

44. | The Owner shall provide the City with a solicitor's certificate that the lands to be conveyed to the City pursuant to this agreement are free from encumbrance and that the Grantor is the registered owner thereof. The said certificate shall be delivered to the City at the time of conveyance.

(a) Prior to release for registration by the City, the Owner shall supply the City with eight (8) copies of the proposed final plan for verification as to compliance with this agreement.

(b) Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of eight (8) copies of the registered plan.

46. | The City shall by by-law regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement. The Owner shall post

43. |
Convey-
ances

44. |
Certi-
ficate

Copies
of
plans

46. |
Land use
and signs

signs on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings, the wording, size and location of such signs to be approved by the Building and Zoning Co-ordinator.

47.
Exemption from Part Lot Control

The City agrees that after the restricted Area By-law to provide the zoning for the lands within the plan has been given final approval by the Ontario Municipal Board and after the plan of subdivision has been registered the City will, at the request of the Owner, pass by-laws to exempt from part lot control all lands within the plan designated for semi-detached or street townhouse purposes and requiring exemption from part lot control. The parties hereto agree that the City shall arrange for registration of all part lot control by-laws after any necessary approvals have been obtained and the Owner agrees to reimburse the City for all costs of registration.

48.
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 of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

49.
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 and the Region 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.

50.
Discretion of Municipal Engineer

Wherever decisions are made within the meaning of this agreement by the Municipal Engineer, the discretion of the said Municipal Engineer shall be exercised according to reasonable engineering standards.

51.
Approvals

Where under the terms of this agreement any approvals are required to be given on behalf of the City or the Region by the City Council or Regional Council or any official of the City or Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

52.
Mortgagees

The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

53.
Titles of Officials

Wherever, in this agreement, the titles City Engineer, Parks and Recreation Director, and Building and Zoning Co-ordinator are used, these titles shall mean Commissioner of Public Works of the City of Brampton, Commissioner of Parks and Recreation of the City of Brampton, and Commissioner of Buildings and By-law Enforcement of the City of Brampton respectively.

54.
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 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.

AMEX DEVELOPMENTS LIMITED

[Signature]
AUTHORIZED SIGNING OFFICER

[Signature]
AUTHORIZED SIGNING OFFICER

AUTHORIZATION BY-LAW
NUMBER 21-19
PASSED BY CITY
COUNCIL ON THE 12th
DAY OF FEBRUARY 19 79

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
CLERK

AUTHORIZATION BY-LAW
NUMBER.....32-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....15TH.....
DAY OF MARCH..... 19 79

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
ACTING CHAIRMAN

[Signature]
ACTING REGIONAL CLERK

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Rxxx

Rxxx

MAPLE TREE DEVELOPMENTS LIMITED

Per: [Signature] President

Per: [Signature] Vice President

SPEN VALLEY DEVELOPMENTS LIMITED

Per: [Signature] Pres

Per: [Signature] Sec

BANK OF MONTREAL

Per: [Signature] Vice-President

Per: [Signature] Assistant Secretary

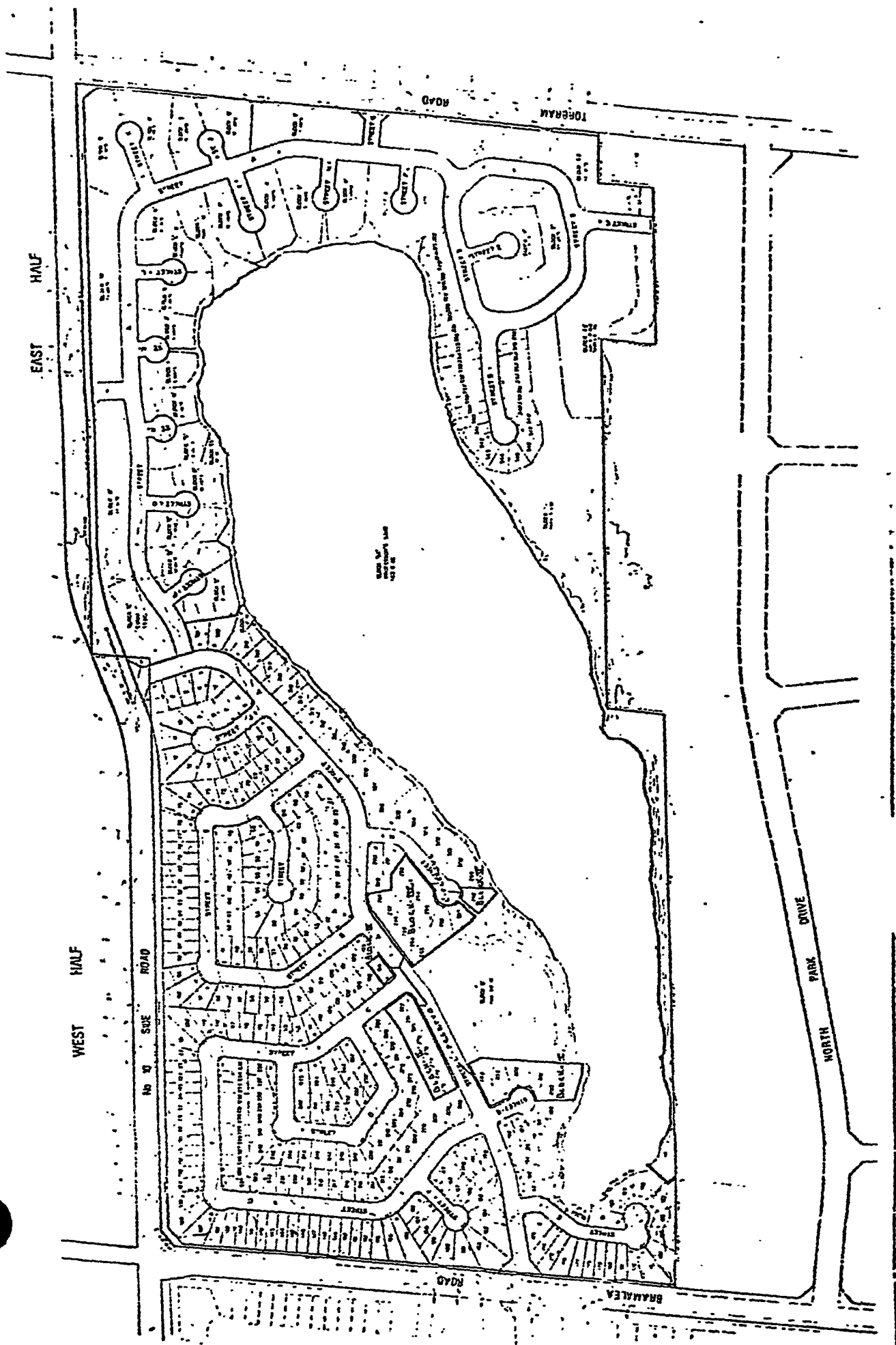
Approved
[Signature]
Manager
Toronto, Ont.
Branch



SCHEDULE 'A'

LEGAL DESCRIPTION

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) being composed of those parts of Lots 9 and 10 in Concession 5 east of Hurontario Street, designated as Part 1 on a plan of survey on record in the Land Registry Office (43), Land Titles Division of Peel at Brampton as Plan 43R 2039.

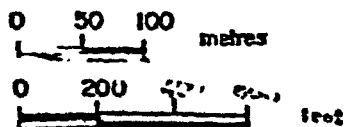


This plan is a true copy of a draft plan prepared by Kleinfeldt Group, Design No. D-10, revised Date October 17, 1977 as attached to the Minister's conditions for draft approval dated June 6, 1978, file 21T-2455. A copy of this plan is filed with City of Brampton Planning Dept. & reference to it should be made in the event the words & figures shown are indecipherable.

EVELOPMENT AGREEMENT
Schedule 'B'

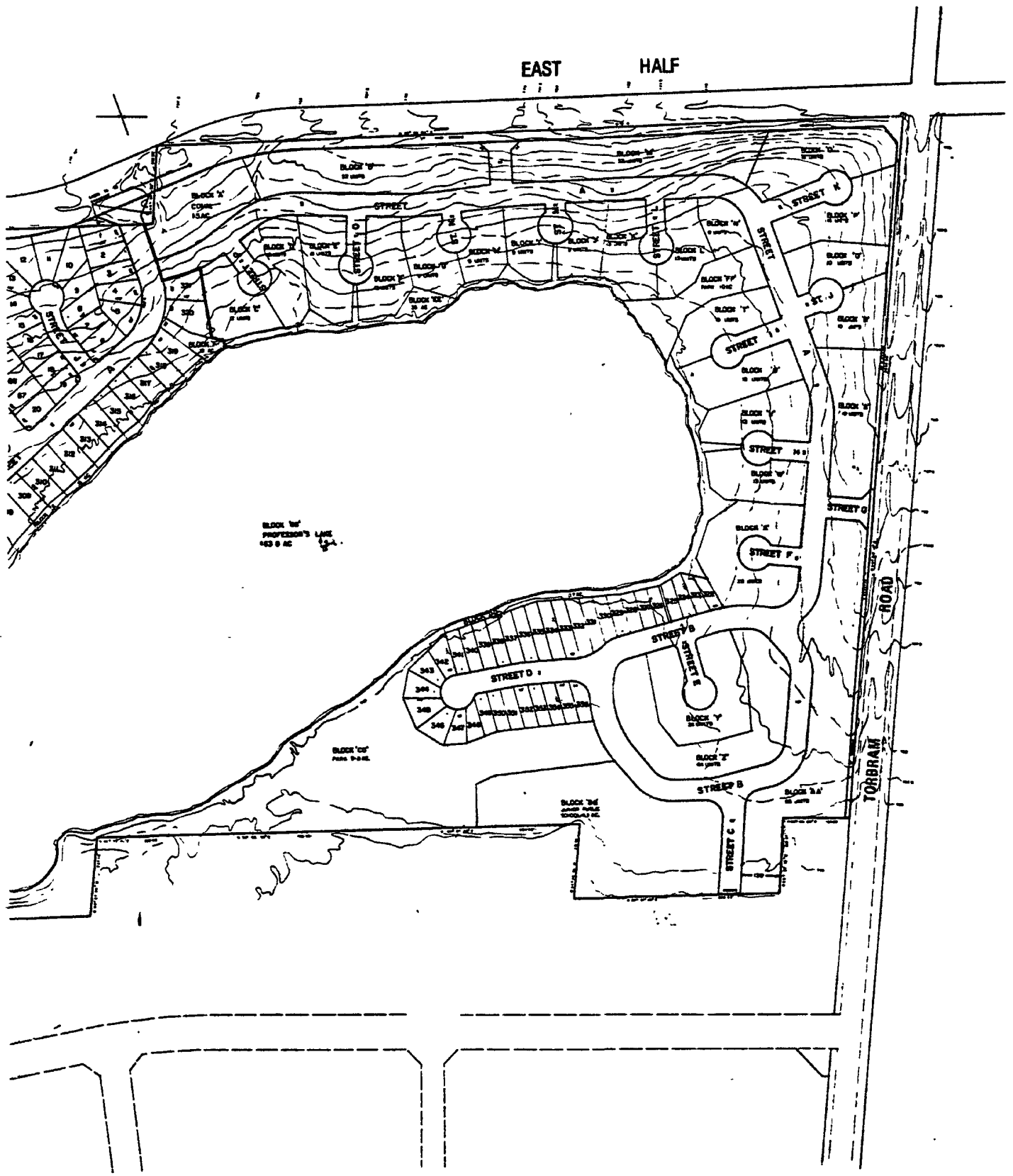
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Date	1978-06-14
File No.	C5E10.1
Dwg. No.	A 47-12P

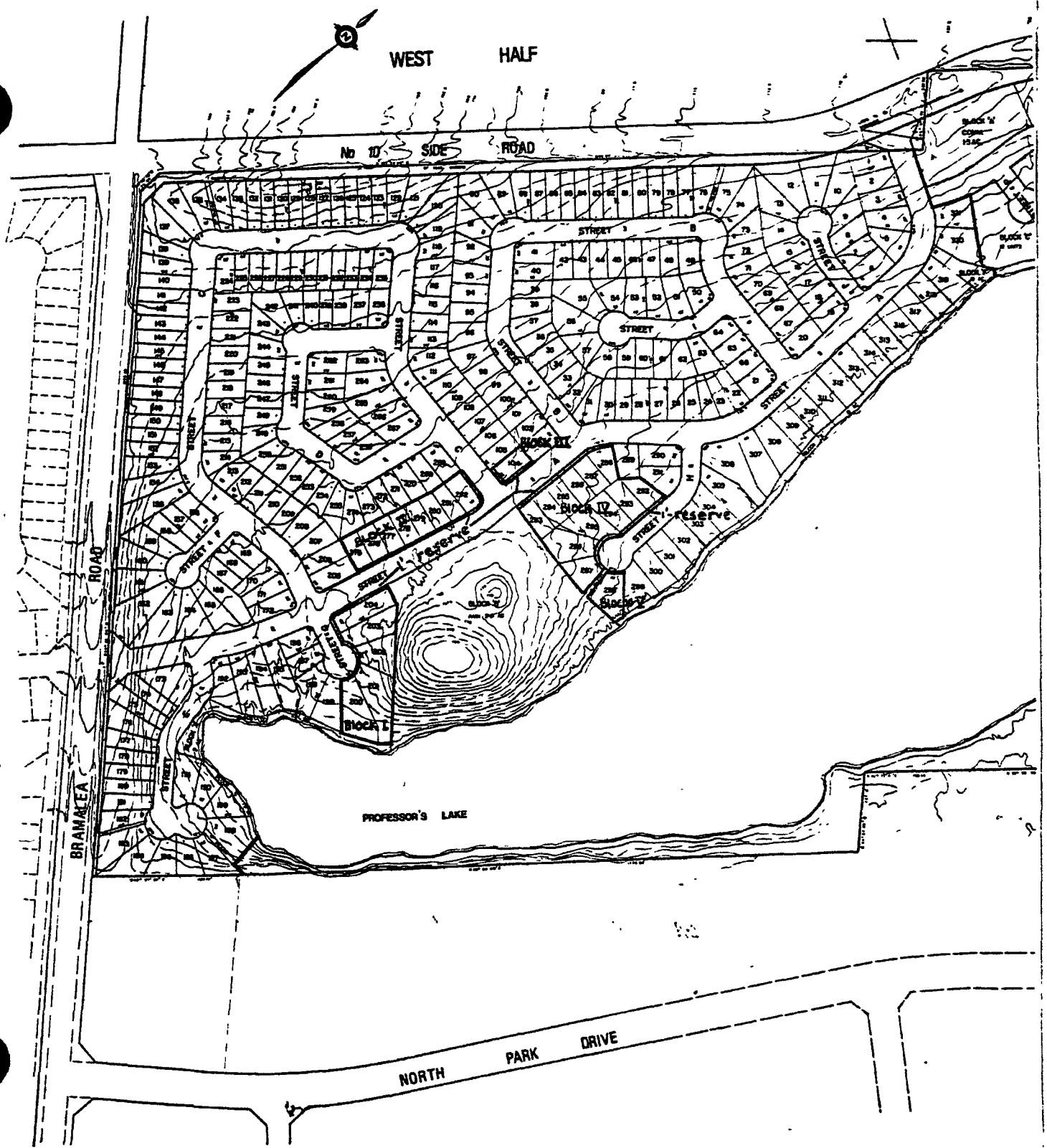
CITY OF
BRAMPTON
 PLANNING



DEVELOPMENT AGREEMENT
Schedule 'B'



City of Brampton
 Planning Department



DEVELOPMENT AGREEMENT
Schedule 'B'

A4-47-12Z Drawn by: T.S. Date: 1979 02 07

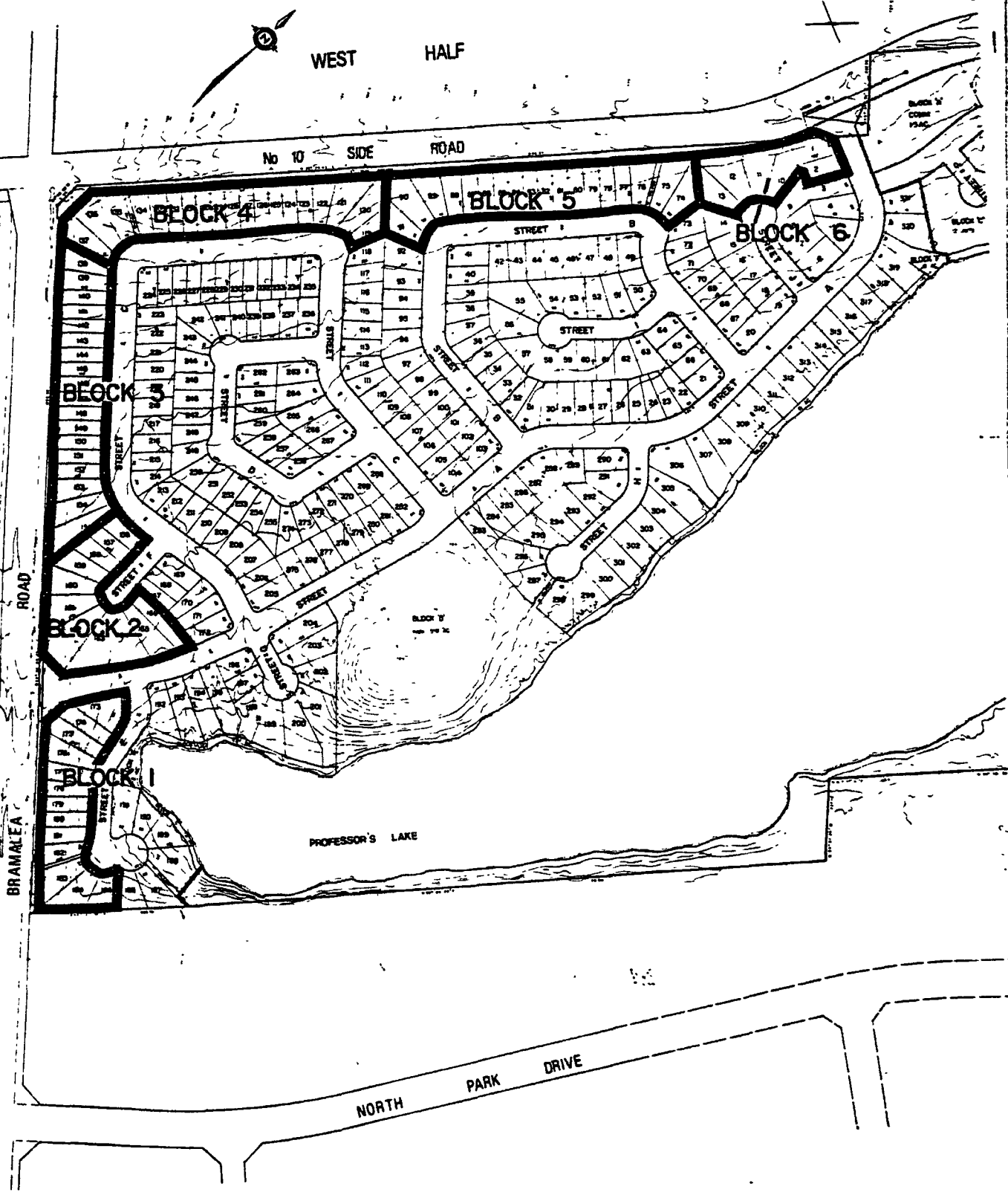
CSE10.1



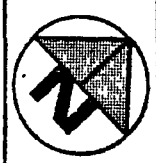
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City of Brampton
 Planning Department

47-122



DEVELOPMENT AGREEMENT
Schedule 'B-1'



City of Brampton
Planning Department

47-12Y

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON
AND REGIONAL MUNICIPALITY OF PEEL

'C' (a) Lands to be Conveyed to the City of Brampton

1. Parkland

Blocks A, B, and F, west half - Blocks GG, CC, and FF, east half.

2. Shoreline Protection and Walkway Purposes

Blocks C, D, and E, west half - Blocks DD and EE, east half.

3. Walkways at the end of Streets F, H, I, K, L, M, N, O, P, between Lots 187 and 188, Lots 182 and 183, Lots 297 and 298, Lots 134 and 135, Lots 75 and 76, Lots 325 and 326, and between Blocks B and M (east half). These walkways shall all be ten (10) feet in width.

(b) One-Foot Reserves

1. All dead ends and open sides of road allowances shown on the plan.
2. Along Torbram Road, Bramalea Road, the frontage of the Commercial Block A (east half), No. 10 Sideroad (Bovaird Drive) and along the hypotenuses of all visibility triangles shown on the plan.
3. Along the northerly and north-westerly boundaries of Block I, along the southerly boundaries of Block II and III, along the northerly and southerly boundaries of Block IV and along the northerly boundary of Block V, all of which are shown in red on the plan attached to the Minister's conditions of draft approval.

(c) Highway Widening

1. Bramalea Road and Torbram Road to 60 feet from the centre line of the original concession road including 50-foot visibility triangles at each public highway intersection.
2. No. 10 Sideroad (Bovaird Drive) to 60 feet from the centre line of the original road allowance, including 50-foot visibility triangles at each public highway intersection.
3. The jog on No. 10 Sideroad (Bovaird Drive) shall be eliminated in accordance with standards acceptable to the City Engineer (which shall be deemed to be part of the works referred to in this agreement).

SPECIAL PROVISIONS

- 'D'
Bovaird Drive
1. (a) The Owner shall convey to the City, free of all encumbrances and at no cost, all land on the south side of No. 10 Sideroad (Bovaird Drive) which the City Engineer deems necessary to eliminate the jog on No. 10 Sideroad (Bovaird Drive) and in exchange the City agrees to stop up and close and convey to the Owner that part of No. 10 Sideroad (Bovaird Drive) adjacent to the plan which is, in the opinion of the Engineer, not required for highway purposes after elimination of the jog in No. 10 Sideroad (Bovaird Drive).
- (b) The Owner shall reimburse the City for all expenses incurred by the City in the acquisition of land adjacent to the north limit of No. 10 Sideroad (Bovaird Drive) which, in the opinion of the Municipal Engineer, must be acquired to eliminate the jog in this road, and without limiting the generality of the foregoing, such expenses shall include all sums paid as compensation for the land required and all legal and survey costs. The Owner shall pay these expenses to the City within thirty (30) days of receiving an invoice for them from the City.
- (c) The Owner shall, at its own expense, in accordance with plans and specifications to be approved by the Municipal Engineer, improve and upgrade No. 10 Sideroad (Bovaird Drive) from Bramalea Road to Torbram Road.
- 'D'
Storm Water Management Study
2. The Owner shall, prior to registration of the plan, provide a storm water management design study acceptable to the City and the Ministry of the Environment. The Owner shall, at its own expense, carry out all such works, recommended by this study as approved by the City and the Ministry of the Environment.
- 'D'
Final Plan
3. The Owner shall prepare the final plan of subdivision to show the following:
- (a) Lots 200 to 204, both inclusive, shall be shown as Block I.
- (b) Lots 275 to 282, both inclusive, shall be shown as Block II.
- (c) Lot 104 shall be shown as Block III.
- (d) Lots 283 to 297, both inclusive, shall be shown as Block IV.
- (e) Lot 298 shall be shown as Block V.
- 'D'
Shoreline Management Plan
4. (a) The Owner shall prepare at its own expense, a shoreline management plan acceptable to the Ministry of Natural Resources and the City which will:
- (i) describe the means whereby erosion and siltation and their effects are to be contained and minimized on the site especially the cliff on the south shore of the lake prior to, during and after the construction;
- (ii) determine the appropriate location of the beach or beaches;
- (iii) describe the means whereby the above-noted beaches will be maintained;
- (iv) provide detailed proposals of the 20-foot wide open space corridors surrounding the lake. These proposals are to include recommended tree and shrub plantings and a vegetation management scheme;
- (v) provide details of tree plantings in the residential areas

4. (b) The Owner shall carry out or cause to be carried the works and proposals recommended and approved by the Ministry of Natural Resources in the reports described in the aforesaid paragraph 4 (a) i, ii, iii, iv and v.

'D'
Methane
Migration
Study

5. (a) The Owner shall, at its own expense, provide a study acceptable to both the City and the Ministry of the Environment investigating methane gas migration around the former waste disposal site situate within the plan.

(b) The Owner shall construct, at its own expense, if required by the City and the Ministry of the Environment, a methane gas control and monitoring system acceptable to the City and the Ministry. The Owner shall maintain this system at its own expense until the City and the Ministry of the Environment are satisfied that the lands surrounding the former waste disposal site are free of methane gas.

'D'
Building
Permits

6. The Owner agrees that the lots shown on the plan which comprise Blocks I, II, III, IV and V, shall not be developed until such time as the City and the Ministry of the Environment have confirmed in their sole discretion that the development of these lots can safely occur, having regard to possible gas migration. The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for such lots until such confirmation has been given.

In the event that such confirmation has been given subject to conditions, the Owner agrees that building permits with respect to the lots for which confirmation is given shall not be issued until such time as the Owner has satisfied such conditions, or entered into an agreement satisfactory to the City and the Ministry of the Environment relating to the satisfaction of such conditions. At such time as such confirmation has been given, and the conditions, if any, have been satisfied, or the aforesaid agreement has been entered into, the City will pass a by-law exempting such lands from part lot control pursuant to The Planning Act and the Owner shall be entitled to develop and convey such lands in accordance with the lot configuration set out in Schedule 'B' hereto and thereafter such lots shall, for all purposes of this agreement, be treated in the same manner as though they had originally been registered as lots pursuant to this agreement.

'D'
Alternate
Devel-
opment

7. The Owner shall convey Lots 298 to 302, both inclusive, to the City free of all encumbrances for the location of park improvements and recreation facilities, in the event the Commissioner of Parks and Recreation is of the opinion that a site satisfactory to the City of Brampton for such park improvements and recreation facilities cannot be established in Block B (west half) due to methane gas migration. The City agrees that such opinion shall only be exercised according to reasonable engineering standards. In the event the City is satisfied that such lots, or some or any of them are not required for park purposes as aforesaid, the City shall forthwith reconvey such lots to the Owner who shall then be entitled to develop them as otherwise herein provided. In the event Lot 298 is reconveyed to the Owner, the provisions of paragraph 'D' 6. of this agreement shall continue to apply to this Lot until they have been satisfied.

- 'D' Connection to North Park Drive
8. (a) The Owner shall, prior to the registration of the plan, convey to the City or arrange the conveyance to the City, free of all encumbrances for the purposes of a public highway, a 66 foot strip of land (herein called 'the road strip') to extend Street C (east half) to connect to North Park Drive at a location satisfactory to the City Engineer;

(b) The Owner shall construct, at its own expense, in accordance with plans and specifications approved by the Municipal Engineer, a roadway and all services as deemed necessary by the Municipal Engineer along the aforesaid road strip.

(c) The Owner acknowledges that the City will not pass a by-law assuming this road strip for public use by the City until such time as the maintenance periods as set out in paragraph 15 of this agreement have expired and the road strip has been assumed by the City by by-law. The Owner, in conveying the road strip to the City, shall reserve a right-of-way over it until such time as the City has passed a by-law assuming the road strip for public use and shall convey a right-of-way to all purchasers of dwelling units fronting on the road strip.

The Owners and their successors and assigns agree that they shall not make any claims on the City pursuant to Section 427 of The Municipal Act, R.S.O. 1970, Chapter 284 or any successors to this Section until such time as the road is assumed for public use by the City by by-law and until such time as this by-law is passed, the Owners agree to indemnify and save harmless the City from and against any and all claims and demands whether for injuries to persons or loss of life or damage to property occurring, arising directly or indirectly out of the construction of the use of the road strip by any person.

- 'D' School Sites
9. The Owner agrees that Block BB (east half) shall be set aside for a school site and shall not be developed until such time as the Peel Board of Education has advised the City in writing that the site is not required for school purposes.

- 'D' Special Foundations for Services
10. The Owner in recognition of the fact that sewers, watermains and roads are to be constructed in areas recently regraded and/or filled shall provide the City and the Region with a soils report which shall indicate the special foundations required for the construction and installation of such sewers, watermains and roads. The Owner shall not commence construction or installation of any works until this report is approved by the City and the Region and the Owner shall, at its own expense, construct the foundations indicated in the approved report.

- Soil Tests
11. The Owner acknowledges that owing to the recent regrading and/or filling of areas within the plan that soil tests may be required in the discretion of the Commissioner of Buildings and By-law Enforcement prior to the issuing of any building permits for any lots or blocks within the plan and the Owner further acknowledges that owing to soil conditions, special foundation designs may be required for certain lots or blocks within the plan and further, that there is a possibility that the cost of some such special foundations may result in an additional cost to erect any buildings and structures on that particular lot or block. The Owner agrees to attach a copy of this clause to all agreements of purchase and sale with respect to lots or blocks within the plan and further agrees that all agreements of purchase and sale for lots or blocks within the plan shall be made conditional upon a building permit being issued by the City.

- 'D'
Sidewalks
12. The Owner shall construct sidewalks in accordance with plans and specifications approved by the City Engineer along Bramalea Road, Torbram Road and No. 10 Sideroad where these roads abut the plan or alternatively, the Owner may pay to the City cash-in-lieu in an amount satisfactory to the City Engineer. In the event the Owner wishes to pay cash-in-lieu this payment shall be made prior to the registration of the plan.
- 'D'
Plans
13. The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to the commercial block (Block A, east half), any residential block or the school site (Block BB, east half), if developed for anything other than a school until such time as an appropriate zoning by-law has been approved by the Ontario Municipal Board, a site plan for the development of the particular block is approved by the City, and the Owner has executed a development agreement satisfactory to the City.
- 'D'
Fencing
14. The Owner shall construct, at its own expense, all such fencing as may be required by the City and the location and type of fencing shall be indicated on the landscaping plans required to be approved pursuant to this agreement. All fencing shall be completed within the time limits set for the completion of landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy. Without limiting the generality of the foregoing, the following fencing shall be required:
- (a) pedestrian barrier satisfactory to the City from the water's edge to the rear property lines of lots 188, 191, 192, 201, 298, and 319;
 - (b) four (4) foot black vinyl chain link fence in accordance with City specifications on the rear and/or side yards of:
 - (i) all lots abutting public open space on the plan excepting the rear lot lines of single family lots abutting the 20 foot lake public open space corridor, namely Lots 188 to 195, 198 to 201, 298 to 319, all inclusive;
 - (ii) all walkway corridors;
 - (iii) all lots abutting Bramalea Road, Torbram Road and No. 10 Sideroad (Bovaird Drive).
 - (c) four (4) foot black vinyl chain link fence in accordance with City specifications around the perimeter of the backyards of all street townhouse lots so that these lots are totally enclosed.
 - (d) solid masonry wall or other fence or wall satisfactory to the City on the property line between Block A (commercial block) and Block B (residential block), east half. This fence to be constructed prior to occupancy of any buildings constructed on Block A and provision with respect to it shall be included in any agreements with respect to the development of Block A.
- 'D'
Landscaping
Plans
15. (a) The Owner shall submit an individual landscape plan for each residential block and the commercial block, all of which are shown on the east half of the plan for approval by the City. The Owner acknowledges that building permits will not be issued with respect to any of these blocks until the landscaping plan for that particular block is approved.

(b) The landscape plans required to be approved by the City shall, in addition to all other requirements, provide for the following:

(i) a landscape buffer space of at least twenty (20) feet at the rear of all lots abutting major arterial roads including Bramalea Road, Torbram Road and No. 10 Sideroad (Bovaird Drive). Such landscape plan shall include and refer to house design and location, location and elevations of earth contouring and berming, dense landscape or screening and fencing to the satisfaction of the City

(ii) sidewalks and tree planting in accordance with City specifications on abutting arterial roads, namely Bramalea Road, Torbram Road and No. 10 Sideroad (Bovaird Drive).

(c) Landscaping of the shoreline protection area and all public open space areas.

'D'

Parkland
Develop-
ment

16. In addition to all of the other requirements of this agreement with respect to parkland development, the Owner shall, at its own expense:

(a) cover all of Block B (west half) with a minimum of one (1) foot of good quality top soil and sod and landscape this block in accordance with the approved landscape plan. Where trees are to be planted, as shown on the landscape plan, the Owner shall provide, to the satisfaction of the City, a minimum of four (4) feet of good quality top soil.

(b) in the event the City constructs recreational facilities on Block B (5.9 acre park block west half) and Block CC (9.3 acre park block east half), pay to the City any and all differences in the cost of foundations and buildings made necessary because of soil conditions and by any methane gas abatement requirements necessary in the construction of such facilities. This cost shall include the cost of all consultants engaged and tests performed relating to soil conditions and methane gas matters. In the event the City has not constructed recreational facilities on these blocks prior to the time the City would be prepared to finally accept all of the works required by this agreement, the City and the Owner shall agree on a reasonable sum of money based on sound and proper engineering and construction standards to compensate the City for all such increased costs. Included in the money paid to the City shall be the cost of all consultants and tests necessary to arrive at this agreement. The amount as agreed upon shall be paid to the City prior to the City finally accepting all of the works and fully releasing all securities required to be filed pursuant to this agreement.

(c) complete, in accordance with the approved landscape plan, the shoreline protection area and all public open space areas shown on the plan prior to any occupancy permits for dwelling units within the plan being issued.

(d) provide all services and utilities to a location satisfactory to the City to serve recreational facilities intended to be constructed or erected within the plan. The location of all of these services and utilities shall be shown on the approved Engineering plans.

(e) provide or pay to the City the cost of providing water front maintenance within the plan until all of the works required by this agreement have been completed and accepted by the City.

'D'
17. The Owner shall not object to any reasonable by-law of the City passed for the purpose of regulating and controlling the lake area and all public open space shown on the plan.

Parks
By-law

Lake
Provi-
sions
18. (a) The drainage plans required to be filed and approved pursuant to this agreement shall indicate a lake control system satisfactory to the City to control water levels in the lake. This system shall be constructed and installed prior to the issuance of any occupancy permits for dwelling units within the plan. The Owner shall make any changes or additions to this system as may be required by the City prior to the acceptance of the system.

(b) The Owner shall convey to the City all easements as may be required in the opinion of the Municipal Engineer to construct the lake overflow inlet and storm drainage system.

(c) The Owner shall, prior to registration of plan, submit and have approved by the City a fish stocking and maintenance plan. The Owner shall, at its own expense, provide all such approved fish stocking and maintenance in accordance with a timing schedule to be approved as part of the plan.

(d) The Owner shall, at its own expense, engage consultants for the purposes of monitoring water quality in the lake through quarter-yearly testing and reporting for a two year period from registration of the plan and annual testing and reporting thereafter until all of the works within the plan are finally accepted by the City. If required by the City as a result of such tests, the Owner shall, at its own expense, carry out any preventive maintenance or water treatment as may be required to provide water quality acceptable to the City.

(e) The Owner shall construct or install an aeration system in the event the City requires such a system as a result of potential eutrophication of the lake. The plans and specifications for this system shall be approved by the City prior to installation thereof and it shall be installed to the satisfaction of the City.

(f) The Owner shall provide and construct, to the satisfaction of the City, and in accordance with plans and specifications approved by the City, all necessary works to prevent soils and contaminants from entering the lake prior to any grading or earth work, during construction and upon completion of construction. If, in the opinion of the City, the Owner has failed to provide adequate siltation protection, the Owner shall, at its own expense, remove silt from the lake by means of dredging or other methods approved by the City.

(g) Notwithstanding the date of completion of construction of any of the works set forth in paragraphs 18 (a) to (f) of this clause, the Owner shall maintain all of these works and all erosion control works constructed in connection with the lake in accordance with this agreement until such time as the City is prepared to finally accept all of the works constructed within the plan.

- 'D' 19. All street townhouse dwelling units to be constructed on the lands shall be designed and constructed so as to provide access from front yard to rear yard for lawn and garden maintenance equipment and other similar equipment without passing through a habitable room which includes the kitchen, dining room, family room or living room of the dwelling unit. Where direct access is provided through an unfinished basement, the door opening to the rear yard must be adjacent to either sidewall of the dwelling unit and directly opposite to the door leading from the front yard to the basement. The Owner acknowledges that the Architectural Control Committee shall not approve any dwelling unit which does not comply with this clause and further acknowledges that the City shall not issue any building permits for dwelling units which do not comply with this clause.
- Townhouse Construction
- 'D' 20. It is the intention of the City and the Owner that the owners of single family lots abutting on the lake, as shown on the plan, namely Lots 188 to 201 both inclusive and Lots 298 to 319 both inclusive, shall have the right to occupy and use that portion of the twenty (20) foot shoreline reserve as abut the rear limits of their lots. Prior to registration of the plan, the Owner and the City shall enter into an agreement satisfactory to the City and binding upon all subsequent purchasers of such lots which will provide the terms and conditions of such use and occupation. This agreement shall contain provisions:
- (a) giving the owner exclusive occupancy of the strip abutting their lot subject to the owner maintaining it to a reasonable standard;
- (b) providing that no buildings, fences, docks or other structures shall be erected or constructed on the land;
- (c) providing that no planting or removal of any landscaping may take place without the written consent of the Commissioner of Parks and Recreation.
- 'D' 21. The Owner shall, prior to registration of the plan, convey or cause to be conveyed to the City, such additional land adjacent to the south limit of the plan as may be required by the City to develop the park walkway system and necessary landscaping adjacent to the south limit of the lake shown on the plan. The City shall assist and cooperate with the Owner in acquiring this additional land, which may include entering into an agreement with Bramalea Limited in a form satisfactory to the City.
- Addition Parkland
- 'D' 22. (a) The Owner shall, prior to registration of the plan, provide a noise attenuation study acceptable to the City and the Ministry of the Environment. The Owner shall, at its own expense, carry out such works and noise attenuation methods as are recommended by this study and approved by the City and the Ministry of the Environment which, without limiting the generality of the foregoing, shall include the following:
- Noise Attenuation
- (i) provision in accordance with the noise standards of the Ministry of the Environment the following minimum square feet of noise protected outdoor living area for all dwelling units located within 30 metres (98.4 feet) of Bramalea Road, Bovaird Drive and Torbram Road
- (aa) single family dwelling unit - 75 square metres (807.3 square feet)
- (bb) street townhouse dwelling unit - 45 square metres (484.4 square feet).

22. (ii) provision of a noise attenuation barrier to shield the outdoor living area from arterial road noise. This noise attenuation barrier shall be constructed in accordance with plans and specifications to be approved by the City and the Ministry of the Environment.

For the purposes of this agreement, the definition of the term "outdoor living area" shall be the same as that contained in the restricted area by-law for the plan.

(b) The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to any of the lots within the blocks shown on the plan attached hereto as Schedule 'B-1' until such time as a site plan for the development of that particular block is approved by the City and the Owner has executed an agreement with respect to the development of that block satisfactory to the City. Without limiting the generality of the foregoing, the site plan shall show the location and elevation of all buildings, the location and elevation of all existing high-ways, if possible the location and elevation of all future high-ways, the noise attenuation barrier, fences, trees, shrubs, and other suitable ground cover to provide adequate landscaping and privacy.

- 'D'
Works 23. All things required by Schedule 'D' of this agreement to be completed, installed, constructed or provided shall be deemed to be works within the meaning of this agreement and unless otherwise provided, shall be at the expense of the Owner.

- 'D'
Agreement
Adminis-
tration 24. Recognizing that the east and west halves of the plan are to be connected to separate trunk facilities which may necessitate a different timing of construction of works required by this agreement for the east and west halves of the plan, the City shall, in the administration of this agreement, exercise its discretion reasonably with respect to all matters provided for by this agreement so as to not unduly or unreasonably restrict the Owner in the development and marketing of the land or the occupancy of dwelling units within the plan, provided, however, that this clause shall not apply to alter any of the provisions of this agreement with respect to the filing or release of any securities required to be provided pursuant to this agreement or alter the requirements with respect to final acceptance of the works or alter the requirements that the public open space and lake control system be completed to the satisfaction of the Municipal Engineer and the Commissioner of Parks and Recreation prior to the issuance of any occupancy permits for dwelling units within the plan.

CITY AND REGIONAL LEVIES

1.
City
levies

The Owner covenants and agrees to pay to the City the following development levies:

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or townhouse building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

2.
City
levies

Recognizing the tax impact of new development on the taxes on existing properties in the City of Brampton, the Owner agrees that in addition to all other levies provided for by this agreement the Owner will pay to the City a levy with respect to all residential units calculated as follows:

- (i) with respect to block townhouses or apartment buildings the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein.
- (ii) with respect to street townhouses the sum of Six Hundred and Twenty-Five Dollars (\$625.00) for each residential unit contained therein.
- (iii) with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein.

Such additional levies shall be paid with respect to all residential units contained in each building prior to the issuance of a building permit.

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

3.
Road and
Bridge
Levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay to the City a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and town house units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the Composite Component of the Southern Construction Index (Ontario Series) with the base to be as of 15 January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) At the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

For apartment type residential development:

\$600.00 per dwelling unit under 900 square feet in area;

\$900.00 per dwelling unit having an area from 900 to 1,150 square feet;

\$1,200.00 per dwelling unit over 1,150 square feet in area.

The above levies shall be effective 1st January 1974 and be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year. Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.

SCHEDULE 'F'

4-2-2 CONSOLIDATED DEVELOPMENT LEVY POLICY

.1 Regional development levies are as follows:

	<u>Base Contribution</u> <u>January 1, 1974</u>
a) Single family, semi-detached, townhouse and other forms of low rise, multiple residential units	\$1,300.00 per unit
b) Apartment units	
i) Under 900 sq.ft.	\$ 600.00 per unit
ii) 900 to 1150 sq.ft.	900.00 per unit
iii) Over 1150 sq.ft.	1,200.00 per unit

(1976-334-28)

.2 Regional development levies shall be adjusted twice yearly as of February 1 and August 1 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 1 and August 1, respectively, of each year.

(1976-334-28)

.3 Residential development levies shall be assessed on all residential development with exceptions only as set out herein. (1976-334-28)

.4 Regional development levies, upon receipt, shall be allocated for capital expenditures on Regional waterworks (approximately 10 percent), sewers (approximately 10 percent), Regional roads hospital and solid waste facilities, Regional buildings and for other Regional capital purposes. (1976 -334-28)

.5 Regional development levies are subject to reduction provisions in the amount of 10 percent for sanitary sewers, and a like amount for water:

a) where the development proposed is outside of designated sanitary sewer or water service areas.

b) where by prior agreement the developer has been exempted from payment of levies for these purposes. (1976-334-28)

.6 Regional development levies are applicable to all plans of subdivision, all divisions of land and all rezoning approvals where greater densities are being created, and should not apply if the purpose for which the consent/permission is being sought does not result in increasing the development potential of the land affected.

(1976-334-28)

- .7 Policy 4-2-2.7 pursuant to which the Region of Peel seeks to impose Development Levies upon Condominium Developments, is rescinded. (1977-312-1)
- .8 The Area Municipalities are authorized, and agree to collect all Regional and Area Municipal levies other than those associated with land severances, and to remit the Regional levies on a monthly basis to the Regional Municipality of Peel. The Region of Peel is authorized, and agrees to collect all Regional and Area Municipal levies associated with land severances, and to remit on a monthly basis, Area Municipal levies that are collected to the respective Area Municipality. (1976-334-28)
- .9 Regional levies shall be payable through the Area Municipalities and where possible, in the same manner and with the same regard as to the timing of and the portion of payment due, as levies for Area Municipal purposes. (1976-334-28)
- .10 Undesignated development funds accumulated and to accrue to the credit of Area Municipalities by virtue of agreements executed prior to January 1, 1974, or as amended without prejudice to the Region, shall remain and accrue only to the Area Municipality. (1976-334-28)
- .11 The Region may make application to any Area Municipality for a grant from their accumulated development funds to provide for the financing of public works which are deemed to be, or in part to be, the responsibility of the Area Municipality, as a result of commitments made by that municipality prior to January 1, 1974. (1976-334-28)
- .12 No Regional development levies shall be imposed on industrial, commercial or nonresidential components of developments. (1976-334-28)
- .13 Release of any proposed development which may require Regional participation, shall be by the Regional Council and only if funds are available for the Region's participation in oversizing, or alternative satisfactory arrangements have been negotiated between the Region, the Area Municipality and the developer. (1976-334-28)
- .14 All subdivision agreements or components thereof such as financial and engineering agreements shall be multiparty agreements to provide for both Area Municipal and Regional requirements. (1976-334-28)
- .15 The Regional Development levy policy may be changed from time to time by resolutions of the Council of the Region of Peel, 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 Regional development levy policy provided that no such change shall take effect earlier than two full years after the date upon which the relevant Area Municipal council passed a by-law authorizing the execution of that agreement. (76-334-28)

DUPLICATE

DATED: 7th February 1979

AMEX DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

~~XXXXXXXMXXMATERIALSXXLIMITED~~,
MAPLETREE DEVELOPMENTS LIMITED,
SPENVALLEY DEVELOPMENTS LIMITED
and BANK OF MONTREAL

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET, EAST,
BRAMPTON, ONTARIO.
L6V 1A4

No. **213607**
Received in the Office of
Land Titles at Brampton at

1200pm. on
the ~~27~~ day of ~~Feb~~ 1979
and entered in ~~1201~~

Parcel 9-1
Section 43-Clwyg 5 (EAS).

Nera Forten
Land Registrar

MF