



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 60-91


To authorize the execution of an agreement between
The Corporation of the City of Brampton and The
Regional Municipality of Peel and the Draft
Plan of Subdivision 21T-88014B and
717495 Ontario Limited

The Council of the Corporation of the City of Brampton

ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1991 04 08, between The Corporation of the City of Brampton and The Regional Municipality of Peel and the Draft Plan of Subdivision 21T-88014B and 717495 Ontario Limited and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of April 1991.


G. MILES ACTING MAYOR


M. MURPHY ACTING CLERK

TO: **THE CORPORATION OF THE CITY OF BRAMPTON**
(hereinafter called the "City")

AND TO: **THE REGIONAL MUNICIPALITY OF PEEL**
(herein called the "Region")

RE: **DRAFT PLAN OF SUBDIVISION 21T-88014B**
(herein called the "Plan")

BY: **717495 ONTARIO LIMITED**
(herein called the "Owner")

A G R E E M E N T

1. The Owner agrees with the City and the Region that prior to final approval of the Plan for registration by the City and the Region, the Owner shall enter into a subdivision agreement with the City and the Region in a form satisfactory to the City and the Region, to satisfy all the conditions of the draft approval, and without limiting the generality of the foregoing, to satisfy all the financial, legal, servicing, engineering, landscaping, and other requirements of the City and the Region for the development of the lands shown on the Plan, including the unconditional payment to the City and the Region without protest or qualification of the capital contributions required by the capital contribution policy of the City and the Regional levies required by the levy policy of the Region.

2.
 - 2.1 The Owner shall not commence removing trees or top soil from the tableland areas within the Plan and grading the tableland areas within the Plan until:
 - 2.1.1 all existing trees on the Plan have been surveyed, identified and designated for removal or protection; and
 - 2.1.2 a preliminary storm drainage plan and the siltation and erosion control plan have been approved by the City and the Region and all other governmental agencies (including conservation authorities) whose approvals are required by law have been obtained; and
 - 2.1.3 the approved siltation and erosion control works, the approved tree protection works, all temporary snow fencing or other suitable approved barriers and all other works required by the City, the Region, and other governmental agencies (including conservation authorities) have been erected or constructed; and

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

2.2 The Owner shall not commence any work within the Plan including grading within the watercourse and valleyland areas within the Plan or commence constructing any of the services for the Plan with the exception of the work permitted by paragraph 2.1 of this agreement until:

2.2.1 the Owner has complied with all of the requirements of paragraph 2.1; and

2.2.2 the detailed plans and specifications for all of the works, including the engineering plans, and the landscape and fencing plans and the parkland landscape plans have been approved by the City and the Region and all other governmental agencies (including conservation authorities) whose approval is required and all certificates and permits required by law have been obtained; and

2.2.3 the Plan has been registered or the Owner has entered into a preservicing agreement with the City and the Region in a form satisfactory to the City and the Region and has complied with the preservicing policy of the City and the Region; and

2.2.4 the Commissioner of Public Works has authorized the Owner in writing to commence constructing the works.

2.3 The Owner shall not store or stockpile top-soil on any lands shown on the plan that are to be transferred to the City for public use unless the City has consented in writing to this storage or stockpiling.

2.4 The Owner agrees that construction traffic shall enter and leave the Plan using only the streets and other access points designated by the Commissioner of Public Works for this use. The owner shall, when required by the Commissioner of Public Works, construct barricades at the end of other streets providing access to the Plan to prevent these streets from being used for construction traffic. The owner shall maintain these barricades in place until the Commissioner of Public Works instructs the Owner to remove them.

2.5 The owner shall comply with the City's fire break policy for subdivisions under construction. The Owner agrees that building permits for those lots within the plan which are designated as fire break lots shall only be issued in accordance with the provisions of this policy.

3. The owner shall, prior to offering lots or dwelling units on the plan for sale to the public, erect signs:

3.1.1 on all lots or blocks zoned or proposed to be zoned for other than single family detached or semi-detached dwellings indicating the approved or proposed land uses; and

3.1.2 on all parkland and open space in the plan indicating the proposed uses of each park block.

3.2 The numbering, wording, size and location of the signs referred to in paragraph 3.1 shall be approved by the Commissioner of Planning and Development and the Commissioner of Community Services prior to their erection.

4.

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

4.2 The Owner shall, prior to offering lots or dwelling units on the plan for sale to the public, display in all display areas referred to in paragraph 4.1 colour-coded maps or plans approved by the Commissioner of Planning and Development and the Commissioner of Community Services, showing:

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

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

4.2.3 those lots within the plan that are designated as fire break lots in accordance with the City's fire break policy for subdivisions under construction.

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

4.3 The provisions contained in paragraph 4.1 and 4.2 shall apply to all persons building dwelling units within the plan or selling either lots or dwelling units within the plan. The Owner shall bring these paragraphs to their attention by means of attaching a copy of them to all agreements of purchase and sale for all lots in the subdivision sold to such persons.

5.

In the event the Owner transfers the land shown on the plan to a third party prior to registration of the plan, the Owner shall, prior to completing this transfer, provide the City with an agreement from the new owner in a form satisfactory to the City in which the new owner agrees to be bound by the terms of this agreement.

6.

The Owner shall indemnify the City and the Region until they both execute the subdivision agreement for the plan, against all actions, causes of actions, suits, claims, demands and costs whatsoever arising by reason of the Owner, its agents or employees doing, failing to do or doing incorrectly or negligently anything it is required to do or permitted to do by the terms of this agreement.

DATED at BRAMPTON, this 31st day of JANUARY, 1991.

C. LUSTIG

(Print NAME of signatory)

717495 ONTARIO LIMITED

Per: [Signature]

TITLE

(Print NAME of signatory)

TITLE