



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 79-77


A By-law to authorize the execution of an Agreement between Altamira Investments Inc., The Corporation of the City of Brampton, The Regional Municipality of Peel and Steve Martyniuk

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

That the Mayor and Clerk are hereby authorized to execute an Agreement between Altamira Investments Inc., The Corporation of the City of Brampton, The Regional Municipality of Peel and Steve Martyniuk, attached hereto as Schedule "A"

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 12th day of April, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

79-77

THE LAND TITLES ACT

APPLICATION TO REGISTER NOTICE OF AGREEMENT

SECTION 78

TO THE LAND REGISTRAR AT BRAMPTON

f THE CORPORATION OF THE CITY OF BRAMPTON, being interested
 in the lands entered in the register for the City of
 Brampton as Parcel(s) PLAN-1 SECTION M232.
 of which ALTAMIRA INVESTMENTS INC.
 is the registered owner, hereby applies to have entered
 on the register for the said Parcel(s) Notice of an
 Agreement dated the 12th day of April, 1977
 made between ALTAMIRA INVESTMENTS INC., THE CORPORATION OF
 THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL, and
 STEVE MARTYNIUK

The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this 31st day of May, 1978.

THE CORPORATION OF THE CITY OF BRAMPTON

by its solicitor

John G. Metras for
 John G. Metras

MEMORANDUM OF AGREEMENT made in duplicate
this 12th day of April 1977

B E T W E E N :

ALTAMIRA INVESTMENTS INC.

a company incorporated pursuant to
the laws of the Province of Ontario
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

STEVE MARTYNIUK

of the City of Brampton in the
Regional Municipality of Peel, Farmer
hereinafter called the 'Mortgagee'

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 Mortgagee
is the only mortgagee 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" attached hereto, hereinafter referred to as "the plan"; (Draft Plan Number 21T-75520)

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.

"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, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, hydro-electric services 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. Wherever under the terms of this agreement the Consulting Engineer 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 O.A.L.A. or A.I.L.A. 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" linens 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 construction is in conformity with the approved overall drainage scheme for the plan;
- (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 good workmanlike manner all works as hereinafter set forth and complete, perform or make payment for all such matters as are hereinafter provided for within such time limits as are specified herein. The works to be designed, constructed and installed by the Owner pursuant to this agreement shall constitute the minimum works which the City and Region shall be required to accept from the Owner; provided that nothing herein contained shall preclude the Owner from providing works in excess of those required in this agreement.

5.

Storm
sewers

(a) The Owner shall construct and complete a storm sewer system in accordance with plans and specifications to be approved by the City Engineer.

Sewage
disposal

(b) The Owner agrees that approval for a private sewage disposal for each lot will be obtained from the Peel Regional Health Unit prior to the issuance of a building permit for the said lot.

Water
supply

- (c) (i) The Owner agrees that the development shall proceed only on the basis of a municipal water system and only on the basis that the subdivision area shall be pre-serviced with watermains and service connections in accordance with Regional standards and that the timing of water connections will depend on staging of the extension of the South Peel Water System to this area.
- (ii) 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.

- (iii) The Owner agrees that a special impost charge shall be collected by the Region of Peel to provide for the extension of the South Peel Water System to this area as detailed in clause 38 hereof.

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.

7. 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 or ditches at all road allowances in accordance with the City's specifications for grading and sodding.

8. Drive-ways The Owner shall install paved driveways from at least the paved portion of the road to the front lot line of each lot to the specifications of the City and the Owner agrees that the required paving of each driveway shall be completed within one year following the first occupancy of a dwelling unit on the lot serviced by the said driveway.

9. Side-walks The Owner shall construct sidewalks, walkways and pedestrian grade separations in locations as shown on the plan according to the specifications of the City and maintain them until they are finally accepted 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 and the Owner shall pay the City or Region for all traffic signs installed by the City or Region on all roads within or abutting the plan prior to expiry of the repair and maintenance period for the roads within the lands and within thirty days from the date of invoice by the City or Region. All 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.

12. 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 where specified and all granular material required up to but not including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the works 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.

13. 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. The Owner shall not commence construction of any of the works required by this agreement until the detailed plans and specifications of such works have been approved by the Municipal Engineer and such approval has been signified by the signature of the Municipal Engineer on the original plans and specifications but such signature shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner.

15.(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 where specified 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 notification be without effect for 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. Existing and final elevations

Prior to the registration of the plan, the Owner shall submit to the City Engineer 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, and
- (c) the lands designated for drainage works;

and shall obtain approval of such elevations from the City Engineer.

18. Lot and block grading and drainage

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. 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. 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, where specified, watermains, base course asphalt, curbs and gutters, where specified, and permanent street name 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. Sidewalks, walkways and boulevard sodding 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 and boulevard sodding shall be completed by June 30th following such occupancy.

22.

Maint-
enance
of
roads
and
snow
plow-
ing

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.

Exped-
itious
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
com-
pletion

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
land-
scap-
ing

The Owner shall provide grass on the area of the lot from the front of the house to the street line except for the portions of that area which are taken up with driveway and trees. The Owner shall provide and plant a minimum of one deciduous tree (minimum two and one-half inch caliper) on the boulevard for each fifty feet (50'0") of boulevard within the subdivision and shall provide and plant other trees as required in accordance with the parks specifications of the City of Brampton and as shown on any 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.
Park-
land
specifi-
cations

In respect of all lands designated for parkland, buffer strips and water course 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.

27.
Fenc-
ing

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
devel-
opment

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 during 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.

31. No building permit shall be applied for by

O.H.A.P.
Grants
or
Equi-
valent

the Owner nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program 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 Five Hundred and Twenty-Five Dollars (\$525.00) 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

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

OTHER APPROVALS

32. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water-mains, 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.

33. 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.

34. The Owner agrees that

(a) no filling, grading or construction shall take place within Block "A" as shown on Schedule "B" annexed to this agreement,

(b) a snow fence shall be erected along the boundaries of Block "A" to prevent the encroachment of construction activities on to valley lands,

Ministry
of Natural
Resources
and Con-
servation
Authority
Approval

- (c) prior to the issuance of building permits, the Metropolitan Toronto and Region Conservation Authority shall have the opportunity to review and approve final building and grading plans for Lots 1 to 9 inclusive and Elock "B",
- (d) prior to the issuance of building permits, the Metropolitan Toronto and Region Conservation Authority shall have the opportunity to review and approve final building and grading plans for Lots 15 and 14,
- (e) prior to final approval of the plan, the Owner will prepare a soils investigation acceptable to the Metropolitan Toronto and Region Conservation Authority which will identify and offer possible solutions to any problems in the steeply sloping portion of the site which is adjacent to the southern boundaries of Lots 1 to 9 inclusive,
- (f) prior to final approval of the plan, the Metropolitan Toronto and Region Conservation Authority shall have the opportunity to review and approve plans indicating the applicant's proposed treatment of the small watercourse flowing through the north-east corner of the subject property including grading plans,
- (g) the Owner shall provide the Metropolitan Toronto and Region Conservation Authority with documented evidence from the Peel Regional Health Unit that adequate provision has been made for the approval of the individual sewage disposal systems,
- (h) prior to registration of the plan, all proposed flood control and conservation works and the storm drainage plans showing the means whereby storm run-off is to be accommodated shall be designed and carried out to the satisfaction of the City and the Metropolitan Toronto and Region Conservation Authority

35. (a)

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.

(b)

School
Trans-
port-
ation

The Owner agrees that all offers to purchase and all deeds of lots within the plan shall contain a provision that, for the purpose of transportation to school, the children of residents of the subdivision will meet the school bus on roads now in existence or at another designated place convenient to the Peel Board of Education or the Dufferin-Peel Roman Catholic Separate School Board.

FINANCIAL

36

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.

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 town-house 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 in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

38.

Reg-
ional
levies

(a) 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.

All the foregoing shall be reduced by ten per cent (10%) by virtue of the special waterworks levy and by ten per cent (10%) for sewer levy. 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.

Special
water-
works
levy

(b) To provide for the provision of water from the South Peel system, each lot or unit contained in this development shall be assessed a special levy in the amount of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) and the Owner shall provide a letter of credit to the satisfaction of the Regional Commissioner of Finance for the total amount of the special levy

prior to registration. The extension of service is conditional upon the Region being satisfied with respect to completion of agreements which would enable the entire works necessary to be financed.

The levy of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) will be adjusted semi-annually, based on the Southam Construction Index as referred to in paragraph 38 (a), with the base rate being that published for June, 1976 (337.9).

WITH THE BASE RATE BEING THAT PUBLISHED FOR JUNE 1976 (337.9) *[Handwritten signatures and initials]*

39.
Road and
bridge
levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay 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 townhouse 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.

40.

Changes
in
levies

The levies set out in paragraphs 37, 38 and 39 of this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region 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 City or Regional Council altering the aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

41

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.

Bonding

(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 sub-paragraph 41 (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 sub-paragraph 40 (2), 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 above ground work upon preliminary approval of all above ground works and receipt of the following documents:

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

20

(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 above ground 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 above ground 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.

42. 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;
- (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;

Final
accept-
ance
of
works

- (iii) One complete set of inked "as constructed" originals or reproduction by photographic means of all works including lot grading plans.

43.

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

44. 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.

45. 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.

46. (a) Prior to release for registration by the City, the Owner shall supply the City with six 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 six copies of the registered plan.

47. 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 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.

48. Temporary turning circles will be established as shown on Schedule "E" annexed hereto and that the segments shall be shown on the final plans as blocks which shall be conveyed to the City and held by the City until the road allowance has been produced, at which time the City shall reconvey the blocks to the owners of abutting lots.

49. Existing buildings on the lands The Owner agrees that all existing buildings on the lands shown on Schedule "E" will be removed at the Owner's expense prior to the commencement of any works on the lands shown on Schedule "E", except that the existing farmhouse is to be restored to conform with the City of Brampton by-laws and the requirements of the Peel Regional Health Unit.

50. Blocks "B" & "C" The Owner agrees that Blocks "B" and "C" shall not be developed except in conjunction with the adjacent lands.

51. 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.

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.

53. 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.

54. 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.

55. 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.

56. 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 here-
unto affixed their corporate seals attested by the hands of
their proper officers duly authorized in that behalf.

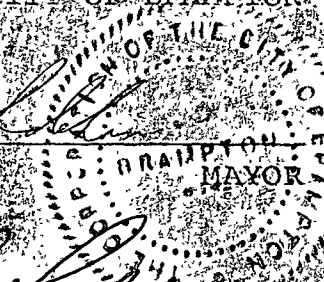
ALTAMIRA INVESTMENTS INC.

[Signature]
PRESIDENT



THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN

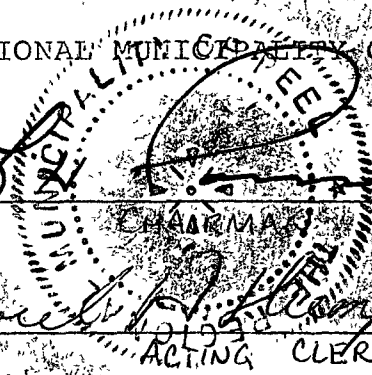


[Signature]
KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
NUMBER 67-77
PASSED BY THE REGIONAL
COUNCIL ON THE 12TH
DAY OF MAY 1977

[Signature]
CHAIRMAN
[Signature]
ACTING CLERK



SIGNED, SEALED
AND DELIVERED
in the presence of

[Signature]

[Signature]
STEVE MARTYNIUK

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **CHARLES BLAINE BOWYER,**
of the **City of Brampton**
in the **Regional Municipality of Peel**

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at **the City of Brampton** by **STEVE MARTYNIUK**

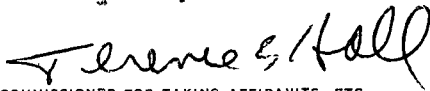
*See footnote

the

*See footnote

I verily believe that ~~each~~ person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the **City**
of Brampton in the **Regional**
Municipality of Peel
this ~~18th~~ day of ~~March~~ ^{31st} ~~March~~ ^{April}, 19 **77**,



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/~~WE~~ **STEVE MARTYNIUK**
of the **City of Brampton**
in the **Regional Municipality of Peel**

* If attorney see footnote

make oath and say: When **I** executed the attached instrument,

I/~~WE~~ **was** at least eighteen years old

I was ~~married / divorced / widower.~~

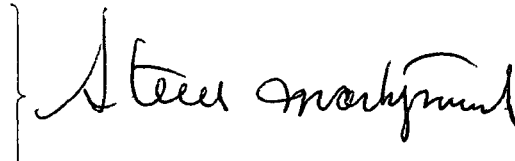
~~was my wife / husband.~~

~~We were married to each other.~~

~~We held the land as Joint Tenants / Trustees / Partnership Property~~

Resident of Canada, etc

(SEVERALLY) SWORN before me at the **City**
of Brampton in the **Regional**
Municipality of Peel
this ~~4^E~~ day of ~~March~~ ^{19th} ~~March~~ ^{April}, 19 **77**.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"

CONSENT OF CHARGE

THE LAND TITLES ACT SECTION 85(6)

To: THE LAND REGISTRAR FOR THE LAND TITLES
DIVISION OF PEEL (No.43) AT BRAMPTON

WE, JOSEPH A. CHIAPPETTA and JOSEPH FUSCO, both of
the Borough of Etobicoke in the Municipality of
Metropolitan Toronto, In Trust,

the registered owners of Charge No. 164405

on the land entered as Parcel *PLAN-1*

in the Register for Section M- *232*.

made by ALTAMIRA INVESTMENTS INC. a company incorporated
pursuant to the laws of the Province of Ontario,

TO US

HEREBY CONSENT to the registration of a Subdivision
Agreement dated the 12th day of April, 1977 between
ALTAMIRA INVESTMENTS INC., THE CORPORATION OF THE CITY
OF BRAMPTON and THE REGIONAL MUNICIPALITY OF PEEL as
attached hereto and to the terms therein contained.

AND WE covenant and agree in the event that the lands
become invested in us we will be required to comply with
the terms in the attached subdivision agreement to the
same extent as if we had joined in as owners.

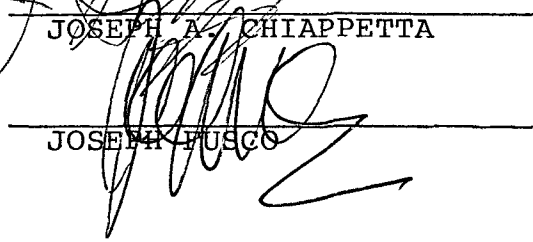
DATED at the Borough of North York in the Municipality
of Metropolitan Toronto this *15th* day of March, 1978.

WITNESS:

Clara De Colis



JOSEPH A. CHIAPPETTA



JOSEPH FUSCO

I, CLARA DeCOTIS
of the Borough of North York
in the Municipality of Metropolitan Toronto

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at the Borough of North York by JOSEPH A. CHIAPPETTA and
JOSEPH FUSCO

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred
to in the instrument.

SWORN before me at the Borough of North
York, in the Municipality
of Metropolitan Toronto
this 17th day of March 19 78

Clara De Cotis

M Goodman

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add
"after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney
insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose
signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE JOSEPH A. CHIAPPETTA and JOSEPH FUSCO
of the Borough of Etobicoke
in the Municipality of Metropolitan Toronto

* If attorney
see footnote

make oath and say: When we executed the attached instrument,

I/WE were at least eighteen years old.

Strike out
inapplicable
clauses

I was ~~---~~ married / divorced / widower.

~~was my wife / husband.~~

~~We were married to each other.~~

We held the land as joint Tenants / Trustees / Partnership Property.

Resident of
Canada, etc

(SEVERALLY) SWORN before me at the Borough
of North York in the Municipality
of Metropolitan Toronto
this 17th day of March 19 78

J. Chiappetta
J. Fusco

M Goodman

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

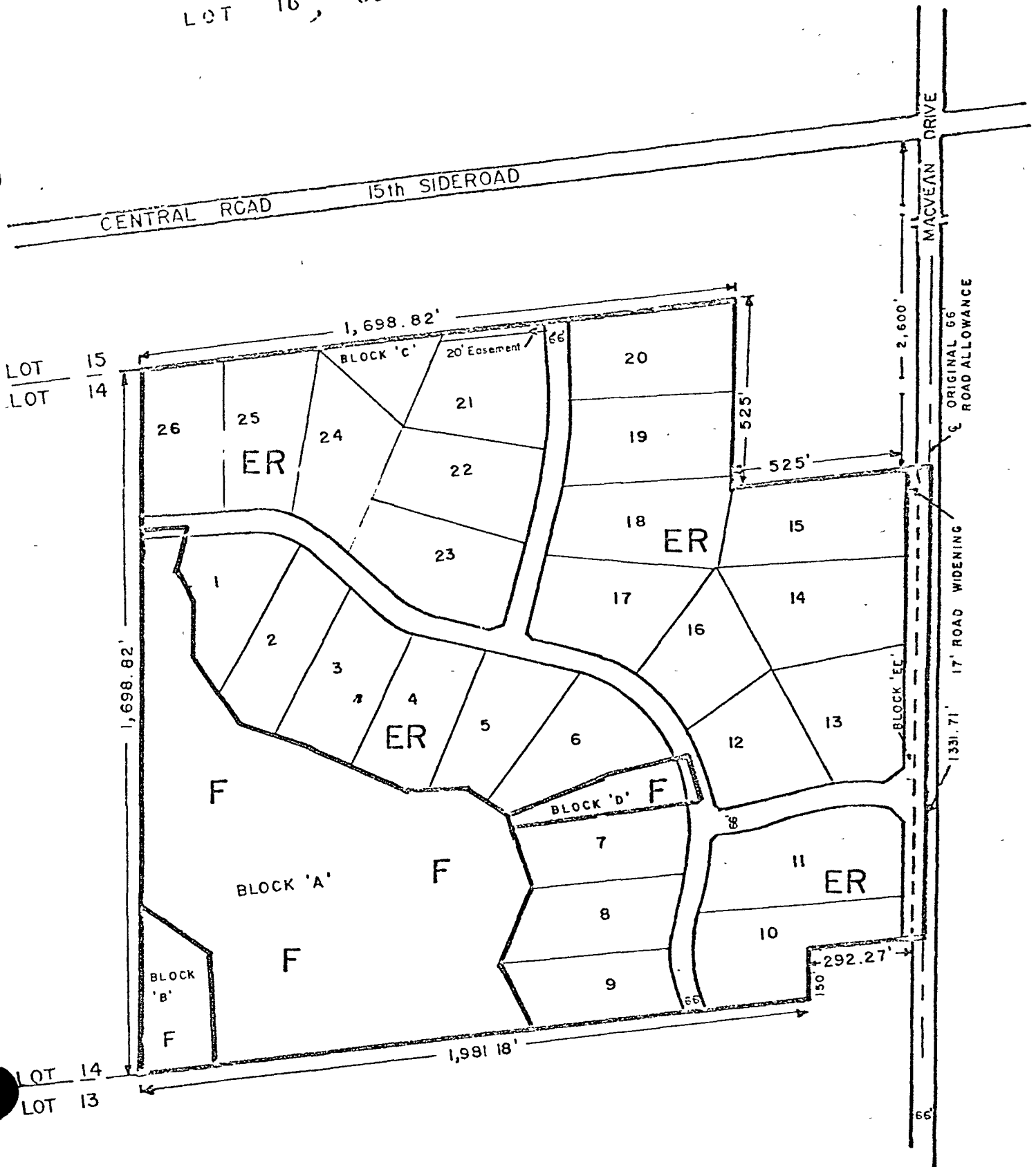
* Where affidavit made by attorney substitute. "When I executed the attached instrument as attorney for (name), he/she was
(marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age
of majority"

SCHEDULE "A"

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 Toronto Gore, County of Peel)
and being composed of Lots One (1) to Twenty-~~six~~^{seven (27)} (26),
both inclusive, Blocks A to E, both inclusive ,
The Streets Namely: Davinci Avenue, Bellini Avenue,
Michaelangelo Boulevard, Street Widening Block F and
Reserves Blocks G to K, both inclusive, according to Plan
registered in the Office of Land Titles at Brampton
as M- 232 .

*Request for Selection for City
Brampton*

LOT 16, CON. 8 E.H.S.



SCHEDULE 'B' DEVELOPMENT AGREEMENT

N

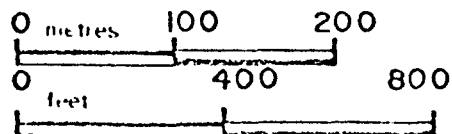


Drawn	b.k.
Date	FEB. 9, 1976.
File No.	C8E14.1
Dwg No	A

Legend

— ZONE BOUNDARY

Scale



CITY OF
BRAMPTON
PLANNING
DEPARTMENT

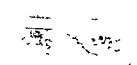
LANDS TO BE CONVEYED:

TO THE CITY:

- Road widening - Seventeen-foot (17'0") road widening along McVean Drive (road allowance between Concessions 8 and 9 N.D.)
- One-foot (1'0") reserve adjacent to the widened limit of McVean Drive
- One-foot (1'0") reserves at all dead-ends and open sides of road allowances created by the plan
- Parklands Blocks "A", "D" and "E" as revised on Schedule "B"

DUPLICATE

No. 188029

Received in the Office of
Land Titles at Brampton at
3:39 PM on
the 1 day of Sept 1978
and entered in
Parcel Plan 
Section M-232

Nera Foster
Land Registrar

TO THE MASTER OF TITLES.
It is the intention that this Transfer shall
supersede the Inhibiting Order attached
to No. 165305 insofar as it
affects the within lands.

Dated Sept 1 1978.....

Steve Martyniuk
Solicitor for Transferee

DATED 12 APRIL 77

ALTAMIRA INVESTMENTS INC.

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

STEVE MARTYNIUK

A G R E E M E N T

JENNETH E. HENDY
SOLICITOR
OF BRAMPTON

SD 500
1,000

PASSED April 12 19 77



BY-LAW

No. 79-77

A By-law to authorize the execution of an Agreement between Altamira Investments Inc., The Corporation of the City of Brampton, The Regional Municipality of Peel and Steve Martyniuk