



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 86-82
To authorize the execution of a agreement
between North Dixie Developments Limited,
The Corporation of the City of Brampton,
The Church Extension Council of Dufferin
and Peel Presbytery of The United Church
of Canada, and The Regional Municipality
of Peel.

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

1. The Mayor and the Clerk are hereby authorized to execute a subdivision agreement dated May 10, 1982 between North Dixie Developments Limited, The Corporation of the City of Brampton, The Church Extension Council of Dufferin and Peel Presbytery of The United Church of Canada, and The Regional Municipality of Peel, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of May, 1982.


JAMES E. ARCHDEKIN MAYOR


RALPH A. EVERETT CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
10th day of MAY, 1982.

B E T W E E N :

NORTH DIXIE DEVELOPMENTS LIMITED, a corporation
incorporated under 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 CHURCH EXTENSION COUNCIL OF DUFFERIN
AND PEEL, PRESBYTERY OF THE UNITED
CHURCH OF CANADA

hereinafter called the "Mortgagees"

OF THE THIRD PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE FOURTH PART

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

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

JANUARY/82

AND WHEREAS the lands are situate in the site plan control area designated by By-law 50-82 passed pursuant to section 40 of the Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

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

1.

Works

For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.

Approved

Site

Plan

2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D

attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of The Municipal Act, R.S.O 1980, c. 302, as amended, shall apply.

Rezoning

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

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

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

4.
Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City and/or the Region, the Owner agrees to convey to the City and the Region, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking

areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

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

6. 6.1 During construction, the Owner agrees to
Clean employ and keep employed a sufficient number of sweepers
Site or workmen or use such means as may be necessary to keep
the adjacent pavement and sidewalks in a clean condition
and free from earth and mud. The Commissioner of Public
Works may give the Owner twenty-four (24) hours notice to
remove and clean up any earth and mud from such pavement
and sidewalks and in default the Commissioner may cause
such work to be done either by the Municipality's own
equipment and employees or by an independent contractor
and the cost thereof shall be paid by the Owner forthwith
upon being invoiced therefore by the Commissioner.

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

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

All matters incidental to the provision of all
the works and other matters referred to in this agreement
and shown on the site plan and all other approved plans
referred to in this agreement, including the removal and
planting of trees, cutting, repaving and installing
driveways, relocating utilities, pipes, poles, valves and

and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

8.

Storm
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

9.

Approved
Plans

The Owner shall, at its own expense:

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

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

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10.
Addi-
tional
Works

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

11.
Existing
Trees

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

12. The Owner shall not occupy or permit the occupation of any building or parts thereof hereafter erected on the lands:

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

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

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

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

13. Landscaping and Fencing

13.1 The Commissioner of Planning and Development may, in his sole discretion, not require the landscape plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted to and approved by the Commissioner of Planning and Development no later than ninety (90) days from the issuance of a building permit for the buildings shown on the site plan.

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

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

OTHER APPROVALS

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

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

15.
Hydro
Services

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

FINANCIAL

16.
Taxes

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

17.
Security

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

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

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

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas. Security Required: § NIL

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

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the

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

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ

such workmen as in 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 Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

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

18. Insurance

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

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

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;

- 18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and
- 18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

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

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

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

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

GENERAL

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

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

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

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

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

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

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

26. The Owner and the Mortgagee consent to the
Cost of registration of this agreement on the title to the lands and
Registra- the Owner agrees to pay to the City the cost of this
tion registration and the cost of registration of all conveyances
of lands, grants of easement, and other documents required by
this agreement on the title to the whole or any part of the
lands. Prior to the issue of a building permit, the Owner
shall deposit with the City a sum of money estimated by
the City Solicitor to cover the cost of this registration
and this deposit shall be adjusted by additional payments
or refunds based on the actual total cost of registration.

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

28. Mortgagees 28.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then,

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

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

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

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.

NORTH DIXIE DEVELOPMENTS LIMITED

[Signature]
LUIGI BRUZIO (PRESIDENT) TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
RALPH A. EVERETT CITY CLERK

AUTHORIZATION BY-LAW	
NUMBER	86-82
PASSED BY CITY	
COUNCIL ON THE	10 th
DAY OF	MAY 1982

THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN REGIONAL CHAIRMAN

LARRY E. BUTTON REGIONAL CLERK

THE CHURCH EXTENSION COUNCIL OF DUFFERIN AND PEEL, PRESBYTERY OF THE UNITED CHURCH OF CANADA

Per: *[Signature]*
Authorized Signing Officer

Per: *[Signature]*
Authorized Signing Officer

c/s

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

The land situated 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 the part of the east half of Lot 9, Concession 3, East of Hurontario Street, designated as Parts 2 and 3 on a reference plan in the Land Registry Office for the Registry Division of Peel (No. 43) as Number 43R-5977.

SAVE AND EXCEPT Part 1 on reference Plan 43R-7169 (which was deeded to the City as a result of a severance in 1979).

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING PERMIT.	
ELEVATION CROSS-SECTION DRAWINGS	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING PERMIT.	
LANDSCAPE PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING PERMIT.	
GRADING AND DRAINAGE PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING PERMIT.	
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING PERMIT.	
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING PERMIT.	

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

N I L

LANDS TO BE CONVEYED TO THE REGION OF PEEL

1. The Owner shall convey to the Region a 9.7536 metre (32 feet) road widening along the entire Dixie Road frontage of the lands, together with a 15.24 metre (50 feet) daylight triangle at the intersection of Dixie Road and North Park Drive, all as shown on Schedule D-1.
Road Widening & Daylight Triangle

2. The Owner shall convey to the Region a 0.3 metre (1 foot) reserve along the widened limit of Dixie Road and the 15.24 metre daylight triangle.
0.3 Metre Reserve

SPECIAL PROVISIONS

1. The Owner covenants and agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1 and the Owner further acknowledges and agrees that a building permit will not be issued until such time as the detailed Site Plan and the detailed Elevation Cross-Section Drawings and all other drawings referred to in Schedule B are approved in accordance with By-law Number 275-79.
Concept Plan

2. The Owner shall install a masonry wall along the north-westerly and south-westerly limits of the lands and a four (4) foot high black vinyl chain link fence along the boundaries of the lands which abut the existing cemetery. This fencing shall be shown on the landscape plan required to be approved pursuant to this agreement.
Fencing

3. The Owner shall install a sidewalk along North Park Sidewalks Drive as it abuts the lands and at the City's option, either install a sidewalk along Dixie Road as it abuts the lands or pay to the City, prior to the issuance of a building permit, an amount equal to the estimated cost of construction of this sidewalk as estimated by the Commissioner of Public Works. This sidewalk work shall be shown on the road works on the plan required to be approved pursuant to this agreement.
Sidewalks

4. The Owner shall construct an extension to the traffic island on North Park Drive in the approximate location shown on Schedule D-1 and shall extend the left turn storage lane westerly on North Park Drive to provide twenty-five (25) metres of storage space at the westerly driveway and shall also carry out all necessary curb alignment work. All of this work shall be shown on the road work plan required to be approved pursuant to this agreement.
Road Works

5. The Owner shall, prior to the issuance of a building permit, apply to and obtain from the Committee of Adjustment, a variance from the provisions of Regional By-law 29-80 (Regional Road width and set-back by-law) to obtain relief from By-law 29-80, as amended, to provide for a thirty-two (32) foot widening instead of the forty-two (42) foot widening required by the By-law.

Regional
By-law
29-80

6. The City shall, no later than sixty (60) days from the date of issuance of a building permit, convey to the Owner, free of all encumbrances, the following:

0.3
Metre
Reserves

6.1 those parts of the existing 0.3 metre (1 foot) reserve along the southeasterly boundary of the lands in the location of the driveways shown on Schedule D-1, and

6.2 the existing 0.3 metre (1 foot) reserve along the northwesterly and southwesterly boundaries of the lands, being part of Part 5, Plan 43R-5977 and the whole of Part 1, Plan 43R-7169.

These conveyances shall be at the expense of the Owner and the Owner shall provide all necessary surveys.

7. The specifications for all external lighting to be installed on the lands shall be approved by the City prior to the issuance of a building permit and the location and specifications shall be shown on the site plan required to be approved pursuant to this agreement.

External
Lighting

8. All garbage and refuse containers for the restaurant shall be located in a climate controlled area within the building to be constructed on the lands and all garbage and refuse container enclosures other than for the restaurant shall be enclosed and in a location shown on Schedule D-1. Final locations and specifications for the construction of all garbage and refuse containers shall be shown on the site plan required to be approved pursuant to this agreement.

Garbage
Storage

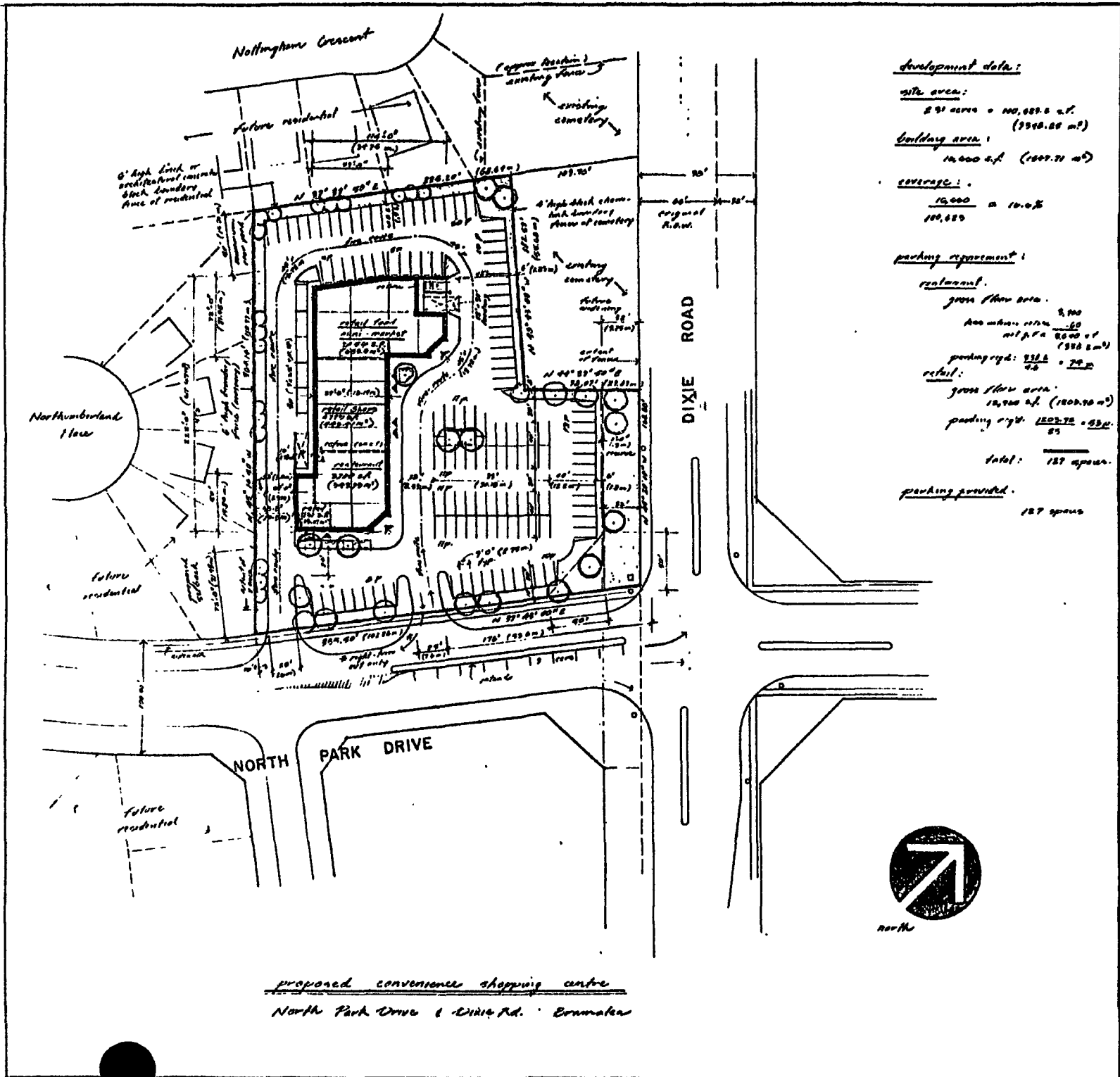
9. Commence-
ment of
Construc-
tion

The Owner shall commence construction of the building shown on Schedule D-1 by no later than One Thousand and Ninety-Five (1,095) Days from the date on which the zoning by-law, required to permit the development of the lands, comes into force, failing which the City shall have the right to refuse a building permit for the buildings shown on Schedule D-1 and the City may repeal this zoning by-law. In the event the City exercises its rights to refuse the building permit and/or repeal the zoning by-law, the Owner agrees not to take any judicial proceedings to obtain the building permit and/or object to the by-law repealing the zoning by-law.

10. Ventila-
tion
System

The Owner shall install a ventilation system which minimizes both odour and noise. This ventilation system shall be shown on the site plan to be approved pursuant to this agreement.

SCHEDULE D-1



proposed convenience shopping centre
North Park Drive & Dixie Rd. Brampton

development data:
site area:
 291 acres = 100,000 a.f.
 (2540.00 m²)
building area:
 10,000 a.f. (1000.00 m²)
coverage:
 $\frac{10,000}{100,000} = 10.0\%$
parking requirement:
retail:
 gross floor area: 2,000
 100 sq ft per 1,000 sq ft (200 sq m)
 parking req: $\frac{2,000}{100} = 20$
retail:
 gross floor area: 12,000 a.f. (1200.00 m²)
 parking req: $\frac{1200.00}{100} = 12$
total: 187 spaces
parking provided:
 187 spaces

5	100' maximum depth	11	18/10
2	parking reserved to soil grading	11	18/10
6	parking drainage system	11	18/10
3	parking, construction	11	18/10
4	parking 100' depth	11	18/10
3	general provisions	11	18/10
2	metric dimensions	11	18/10
1	retailment use added	11	18/10

Remissions
 1. Complete a site plan of this site showing details as shown on this plan and to be approved by the engineer and to be in accordance with the provisions of the Act.
 2. Plans are not to be used.

Conforzi Keen & Associates
 ENGINEERS ARCHITECTS



Project
 proposed convenience shopping centre
 Dixie Rd. & North Park Dr.
 Brampton

Drawing Title
 site plan

Date	1-25-01	Drawn by	AP/1/01
Drawn by	AP	Checked by	
Job No	0114	Sheet No	1 of 1

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

(Insured Party)

has comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations"
3. includes the City as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated _____, between

_____ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

DATED: _____

NORTH DIXIE DEVELOPMENTS
LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

THE CHURCH EXTENSION COUNCIL OF
DUFFERIN AND PEEL, PRESBYTERY OF
THE UNITED CHURCH OF CANADA

A G R E E M E N T

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9