



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 93-81


To authorize the execution of an agreement between 468582 Ontario Limited, The City of Brampton and Maria A. Teeuwissen and Gerardus Teeuwissen


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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 1981 04 22 between 468582 Ontario Limited, The Corporation of the City of Brampton and Maria A. Teeuwissen and Gerardus Teeuwissen, both of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement and the conditions of draft approval of this subdivision.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of April, 1981.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

mortgagees have not signed, but probably  
not needed anyway.

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in  
duplicate this 22<sup>nd</sup> day of APRIL, 1981.

B E T W E E N:

468582 ONTARIO LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

A N D

MARIA A. TEEUWISSEN and GERARDUS TEEUWISSEN,  
both of the City of Brampton, in the  
Regional Municipality of Peel, as joint  
tenants and not as tenants in common

hereinafter called the "Registered Owners"

OF THE THIRD PART

WHEREAS the Owner warrants that it is  
the beneficial owner of the lands more particularly described  
in Schedule "A" annexed hereto (herein called the "lands"),  
pursuant to a long form Agreement for Sale between the Owner  
as Purchaser and the Registered Owners as Vendors (herein  
called the "Purchase Agreement"), and further warrants that  
there are no 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/81

AND WHEREAS the lands are situate in the site plan control area designated by By-law 275-79 passed pursuant to section 35a of The Planning Act, R.S.O. 1970, c. 349, 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 covenants, promises and agrees with the City as follows:

1. 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. 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 469 of The Municipal Act, R.S.O. 1970, chapter 284, 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, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the Site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking

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

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

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

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

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. 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.

Storm  
Drainage

9. 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.

Approved  
Plans

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.

Occupancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the lands until the "basic services" (hereinafter defined as internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing) and off-street vehicular loading and parking areas, access ramps and driveways, complete with curbs and asphalt, are available to service the building, and the Commissioner of Buildings and By-law Enforcement has confirmed that the said "basic services" have been properly installed and approved, and the necessary occupancy permit as required by the City building by-law has been issued. The Commissioner of Public Works may, in his sole discretion, upon request from the Owner, authorize the Commissioner of Buildings and By-law Enforcement to issue occupancy permits prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways provided that the Commissioner of Buildings and By-law Enforcement is satisfied that all other requirements for an occupancy permit have been complied with.

13.

Landscap-  
ing 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 issue 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 and approved by the Commissioner of Planning and Development prior to the issue of an occupancy permit for any building or parts thereof as shown on the site plan prior to the issue of an occupancy permit as required by the City's by-laws and the Owner further acknowledges that this occupancy permit will not be issued until the landscape plan is approved.

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.                   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.
- Hydro  
Services

FINANCIAL

16.                   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.
- Taxes

17.                   17.1           Prior to the issuance of any building permits, the Owner shall deposit as a performance guarantee, a sufficient sum in the form of a cash deposit or letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amount of one hundred per cent (100%) of the cost of:
- Security

17.1.1   all the works required by this agreement to be constructed on public lands, if requested;

17.1.2   all landscaping and fencing shown on the approved landscape plan, if requested;

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, if requested,

as estimated by the Commissioner of Public Works.

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 City agrees to reduce from time to time, the amount of the security by an amount equal 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 has certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the complete 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  
                       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.                   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

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

24.                   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.

25.  
st of  
Registra-  
tion

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

26.  
Consent of  
Registered  
Owners

The Registered Owners join herein to consent to the terms herein and covenant and agree that in the event of default by the Owner under the Purchase Agreement and in the event the Registered Owners elect to complete the works hereunder they shall be required to comply with the terms herein to the same extent as if they had joined as an Owner.

27.  
Successors  
and  
Assigns

The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of

Brampton and/or The Regional Municipality of Peel.

IN WITNESS WHEREOF THE PARTIES of the First and Second Part have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf and the Parties of the Third Part have set their hands and seals.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

468582 ONTARIO LIMITED

*John Reynolds*

Per: \_\_\_\_\_ (c/s)

*JR President*

AUTHORIZED SIGNING OFFICER

THE CORPORATION OF THE CITY OF BRAMPTON

Per: *James L. G... ..*

Per: *[Signature]* (c/s)

AUTHORIZATION BY-LAW	
NUMBER	<u>93-81</u>
PASSED BY CITY	
COUNCIL ON THE	<u>22<sup>ND</sup></u>
DAY OF	<u>APRIL</u> 19 <u>81</u> .

\_\_\_\_\_  
Maria A. Teeuwissen

\_\_\_\_\_  
Gerardus Teeuwissen

AFFIDAVIT OF SUBSCRIBING WITNESS

I,  
of the  
in the

make oath and say

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at Brampton by Maria A. Teeuwissen and  
Gerardus Teeuwissen

\*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 City of Brampton  
in the Regional Municipality of Peel  
this day of April, 19 81

\_\_\_\_\_

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 SPOUSAL STATUS

~~WE~~ Maria A. Teeuwissen and Gerardus Teeuwissen  
of the City of Brampton  
in the Regional Municipality of Peel

\* If attorney  
see footnote

make oath and say. When WE executed the attached instrument,

~~WE~~ were at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978.—

- a) ~~XXXXX~~ ~~XXXXXX~~
- b) We were spouses of one another
- c) ~~XXXXXX~~

\*\*Not a  
Matrimonial  
Home, etc  
see footnote

Resident of  
Canada, etc

(SEVERALLY) SWORN before me at the  
City of Brampton, in the  
Regional Municipality of Peel  
this day of April, 19 81

\_\_\_\_\_

Maria A. Teeuwissen

\_\_\_\_\_

Gerardus Teeuwissen

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 (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being the part of the West Half of Lot 6, Concession 6, East of Hurontario Street, of the geographic Township of Chinguacousy, described as follows:

PREMISING that the southwesterly limit of the said Lot 6 has an assumed bearing of North 45 degrees 11 minutes West and relating all bearings herein thereto;

COMMENCING at an iron bar planted in the southwesterly limit of the said Lot 6 distant 94.336 metres measured northerly therealong from the southwest angle of the said Lot;

THENCE continuing along the said southwesterly limit of the said Lot North 45 degrees 11 minutes West 30.526 metres to an iron bar found planted in the same;

THENCE North 38 degrees 25 minutes 30 seconds East 66.806 metres to an iron bar planted;

THENCE South 45 degrees 11 minutes East 30.526 metres to an iron bar planted;

THENCE South 38 degrees 25 minutes 30 seconds West 66.806 metres more or less, to the Point of Commencement;

SUBJECT to an easement in favour of The Regional Municipality of Peel as described in Instrument Number 422237, registered in the Land Registry Office for the Registry Division of Peel, over that portion of the said Lot 6 designated as Part 1 on a Reference Plan deposited in the aforementioned Land Registry Office as Plan 43R-4065.

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 ISSUANCE OF A BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	TO BE APPROVED PRIOR TO ISSUANCE OF BUILDING PERMIT.				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO ISSUANCE OF BUILDING PERMIT.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO ISSUANCE OF BUILDING PERMIT.				
ROAD WORKS, PARKING AREAS and ACCESS RAMP PLAN	AS SHOWN ON SITE PLAN, SCHEDULE B-1.				

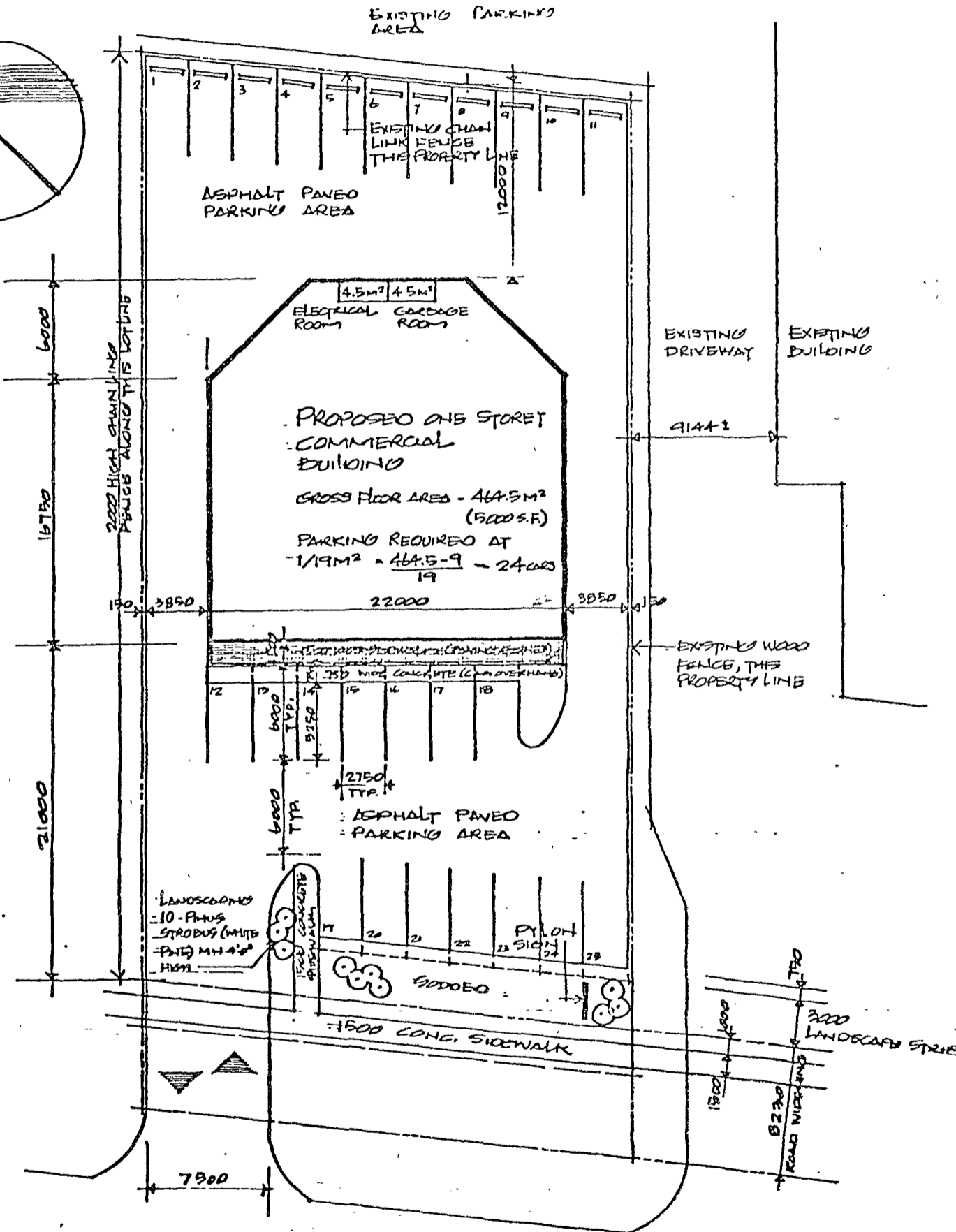
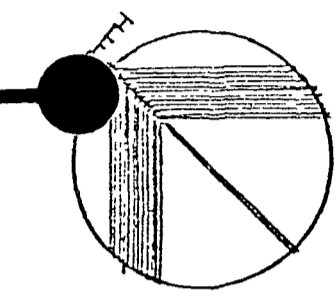
SCHEDULE C

LANDS AND EASEMENTS TO BE CONVEYED TO THE CITY

1. 8.2 Metre (27 foot) Road Widening of Torbram Road across the frontage of the lands.

SPECIAL PROVISIONS

1.                   The Owner covenants and agrees that the land shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that the building permits will not be issued until such time as the detailed site plan and other detailed drawings and plans referred to in Schedule B are approved in accordance with By-law 275-79.  
Concept Plan
  
2.                   The Owner shall provide a chain link fence along the north boundary of the lands and this fence and the specifications for it shall be shown on the landscape plan required to be approved pursuant to this agreement.  
Fencing
  
3.                   The Owner shall construct a sidewalk along Torbram Road within the land conveyed to the City in accordance with Schedule C of this agreement. The location, design and specifications shall be shown on the grading plan required to be approved pursuant to this agreement. The Owner shall deposit with the City, in accordance with paragraph 17 of this agreement, security in an amount satisfactory to the Commissioner of Public Works for the sidewalk construction.  
Sidewalk
  
4.                   The Owner shall install six (6) inch high curbs along the front yard landscaped area and along the existing wood fence and proposed chain link fence. The location and the detailed plans and specifications shall be shown on the landscape plan required to be approved pursuant to this agreement.  
Curbs
  
5.                   In addition to the requirements of the City's sign by-law, the design and height of any pylon sign to be erected on the lands shall be approved by the Commissioner of Planning and Development.  
Signs



TORONTO



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: \_\_\_\_\_

468582 ONTARIO LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

---

A G R E E M E N T

---

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

PASSED APRIL 22, 1981

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# BY-LAW

No. 93-81

To authorize the execution of an agreement  
between 468582 Ontario Limited, The City  
of Brampton and Maria A. Teeuwissen and  
Gerardus Teeuwissen