



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 158-79

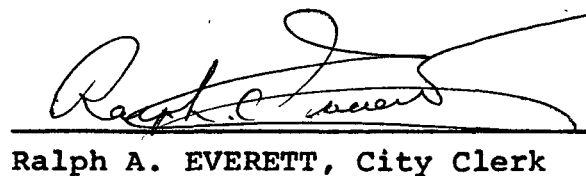
A By-law to authorize the execution of an Agreement between Penrick Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel Elder Developments Limited.

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Penrick Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel Elder Developments Limited, in the form attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of June, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT, SECTION 78

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

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel 1-5 as to the lands described in SCHEDULE "A"
attached hereto
in the Register for Section 43 CHING-1 (W.H.S.)

of which PENRICK INVESTMENTS LIMITED

is the registered owner, hereby applies to have

Notice of an Agreement dated the 25th day of June, 1979

made between PENRICK INVESTMENTS LIMITED, THE

CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL

MUNICIPALITY OF PEEL and PEEL-ELDER DEVELOPMENTS LIMITED

entered on the parcel register.

The evidence in support of this Application consists of:

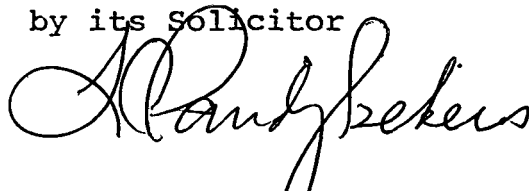
1. An executed copy of the said Agreement

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

DATED AT BRAMPTON, this 21st day of August 19 79.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this 25th
day of June 1979.

B E T W E E N :

PENRICK INVESTMENTS LIMITED

hereinafter called 'the Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called 'the City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called 'the Region'

OF THE THIRD PART

A N D

PEEL ELDER DEVELOPMENTS LIMITED

hereinafter called 'the Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands described in Schedule 'A' attached hereto (herein called 'the lands') and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for rezoning of the lands and the City is of the opinion that such rezoning 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;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands more particularly described in Schedule 'A' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement (herein called the 'site plan'), provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. 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 Commissioner of Public Works for the City of Brampton.

3. The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B'. All ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice and to the satisfaction of the Municipal Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. The lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

4. The Owner shall use only such locations for access for construction purposes as the Municipal Engineer may approve.

5. 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 Municipal Engineer may give the Owner twenty-four hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Municipal Engineer may cause such work to be done either by the Municipality's own equipment and employees

Municipal Engineer

Ingress & Egress

Access

Clean Site

or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Municipal Engineer.

6. 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.

7. The final grade of the lands shall be so fixed to the satisfaction of the Municipal Engineer that the surface water originating on or tributary to the said lands, including the roof water from the buildings, will be discharged into the trunk sewer system of the City in a manner satisfactory to the Municipal Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the Municipal Engineer and the City Commissioner of Buildings and By-law Enforcement and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the Municipal Engineer.

8. Detailed grading, building and landscaping plans for the buildings and lands shown on Schedule 'B' will be filed by the Owner and be subject to the approval of the City Commissioner of Public Works, the Commissioner of Parks & Recreation and the Commissioner of Buildings and By-law Enforcement prior to the issuance of any building permits. Such plans to include detailed specifications of all indoor and outdoor recreational facilities and furnishings required by paragraph 9 hereof to be provided on the lands shown on Schedule 'B'. The landscaping plans shall include landscaping for the portion of the boulevard of all highways abutting the lands which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule 'B'. The Owner shall sod and landscape the lands as shown on the landscape plans to be filed with the City to the satisfaction of the Commissioner of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and

installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the Municipal Engineer shall be carried out by the Owner at its own expense and risk, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained (as shown on the landscape plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Commissioner of Parks and Recreation. All landscaping plans required to be filed and approved pursuant to this agreement shall contain a schedule showing the completion dates for the various landscaping works required to be carried out by the Owner and upon approval the Owner shall complete the landscaping in accordance with this schedule. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9. Recreational Facilities

The Owner shall construct and furnish all of the indoor and outdoor recreational facilities as are more particularly described in Schedule 'C' attached hereto in accordance with plans and specifications to be approved by the City Commissioner of Public Works, the City Commissioner of Parks and Recreation, and the City Commissioner of Buildings and By-law Enforcement prior to the issuance of any building permits. The Owner shall complete construction of the tennis courts and recreation centre building shown on Schedule 'B' and have them available for use of the tenants of the buildings within eighteen (18) months after commencement of construction of the first building. The Owner shall complete construction of all indoor and outdoor recreational facilities which relate to any particular building shown on Schedule 'B' prior to the first occupancy of that particular building.

The Owner shall operate and maintain all of the recreational facilities described in Schedule 'C' for the primary use of the tenants of the buildings shown on Schedule 'B' and their guests. These facilities shall be available to the tenants and their guests on at least the same days and times as similar facilities owned by the City are made available to the general public.

The Owner agrees that all the tenants of the buildings shown on Schedule 'B' shall be entitled to use all the recreational facilities described in Schedule 'C' free of charge, it being the intent that all the costs of constructing, operating and maintaining all of the recreational facilities described in Schedule 'C' shall be reflected in the individual unit rental payments received from the tenants. The Owner shall include a clause to this effect in all leases of apartment suites in the buildings shown on Schedule 'B'.

10. Fencing The Owner shall construct or erect on the lands all fencing required by the City and the location and type of fencing shall be indicated on the landscaping plans to be approved by the Commissioner of Parks and Recreation pursuant to this agreement. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to the first occupancy of any building shown on Schedule 'B'.

11. Occu- 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, internal watermains, internal storm sewers, service connections, plumbing) and parking areas and private driveways complete with curbs and base course asphalt are available to serve the building units and the Commissioner of Buildings and By-law Enforcement has certified 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 City Commissioner of Public Works in his sole

discretion, upon request from the Owner, authorize the City Commissioner of Buildings and By-law Enforcement to issue occupancy permits prior to the completion of the parking areas and driveway provided that the Commissioner of Buildings and By-law Enforcement is satisfied that all other requirements for an occupancy permit have been complied with.

12. All internal roads, sidewalks, walkways and parking areas shall be constructed in the locations and in accordance with the dimensions shown on Schedule 'B' and the Owner agrees that all internal roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the Municipal Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

OTHER APPROVALS

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

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

12. Internal Roads

13. Regional Services

Hydro Services

FINANCIAL

15. 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.

16. Administration 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.

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

The City levies required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the levies of the City take effect with respect to the development covered by this agreement earlier than two full calendar years from the date of the order of the Ontario Municipal Board approving the zoning by-law referred to in paragraph 1 of this agreement.

The Owner agrees that after the aforesaid two year period, any resolution of the City Council altering the aforesaid levy shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

18.

Regional
Levies

The Owner covenants and agrees to pay to the Region the levies set forth in Schedule 'E' attached hereto, in the manner and at the times set forth in Schedule 'E' and the Owner further agrees that the policies set forth in Schedule 'E' shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

19.

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.

20.

Building
Manage-
ment.

The parties hereto agree that this application was specifically based on all buildings being erected and maintained as rental buildings for the rental of individual apartment units within the buildings. The Owner agrees that none of the buildings erected on the lands shall be converted to a condominium project or cooperative corporation within the meaning of The Condominium Act and The Cooperative Corporations Act, 1973, both respectively or any successors to these Acts or to any other form of cooperative or joint ownership scheme without the consent thereto by the City.

21.

Severance

The Owner agrees that the lands shown on Schedule 'B' shall only be severed into not more than five (5) individual parcels along the heavy lines indicated on Schedule 'B' and in the event of any such severance, rights-of-way shall be given over the private roads shown on Schedule 'B' in such a manner or fashion so that each building shall have at least two entrances to a public highway.

22.

Road
Dedica-
tion &
Construc-
tion

The Owner shall, at no expense to the City, convey or cause to be conveyed to the City, free of all encumbrances, the full sixty-six (66) foot road allowance and turning circle (less that part of the turning circle already conveyed to the City by Kaneff Properties Limited) in the location shown on Schedule 'B'.

Deeds for these lands, in a form satisfactory to the City, shall be deposited with the City and registered prior to the issuance of any building permits for any building shown on Schedule 'B'. The Owner shall, at its own initial expense, construct this road including all necessary underground services, curbs and gutters, and sidewalks in accordance with plans and specifications to be approved by the City Commissioner of Public Works in accordance with the City standards for such work. The Owner also agrees that prior to commencement of any construction of these works, the Owner will make arrangements satisfactory to the City to provide bonding, insurance, maintenance guarantees and any other required security in accordance with the policy of the City with regard to the construction of such works under City subdivision agreements. The Owner and the City shall each be responsible for one-half (1/2) of the total cost of constructing these works which is presently estimated to be Ninety Thousand Dollars (\$90,000.00).

Upon completion of the construction of these works, the Owner shall submit to the City Commissioner of Public Works a statement showing the final cost of construction and upon approval of this statement by the City Commissioner of Public Works, the City shall pay to the Owner one-half (1/2) of the cost of these works as approved by the City Commissioner of Public Works. The Owner also agrees that prior to the issuance of any building permits the Owner shall deposit with the City a letter of credit from a chartered bank in a form acceptable to the City in the amount of Forty-five Thousand Dollars (\$45,000.00) to guarantee the performance of its obligations under this paragraph and the Owner agrees to maintain such letter of credit in full force and effect until such time as the road has been accepted by the City as satisfactorily completed or alternative security acceptable to the City has been provided. If arrangements have not been made with the bank for renewal of the letter of credit prior to the commencement of the last calendar month of the term of the letter of credit, the City shall be entitled to

draw against the letter of credit for the full amount or any part thereof which the City deems necessary to guarantee performance of the obligations of this paragraph. The Owner agrees that there shall be no occupancy of any building shown on Schedule 'B' until such time as this road is constructed to the satisfaction of the City Commissioner of Public Works.

23. At no expense to the City, the Owner agrees to convey Parkland to the City, free of all encumbrances, land for park purposes comprising 2.5 acres in the location shown on Schedule 'B' attached hereto.

The Owner shall drain, grade, top dress, sod and landscape this land in accordance with the approved landscape plan and such work shall be completed in accordance with the Schedule of Completion included in this landscape plan.

All existing trees to be retained as shown on the landscape plan shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscape plan shall be removed without the prior written approval of the City Commissioner of Parks and Recreation.

24. The Owner agrees, prior to the issuance of any building Security permits, to provide security in a form satisfactory to the City to guarantee performance of the works required by this agreement to be done on the land to be dedicated as parkland and on all other public lands.

25. The Owner shall prior to the City submitting the zoning Withdrawal of Objection by-law referred to in paragraph 1 hereof to the Ontario Municipal Board for approval, provide the City with an unconditional letter of withdrawal in a form satisfactory to the City withdrawing all objections to or requests for referral of Amendment Number 56 to the City's Official Plan.

26. The Owner shall not apply for nor be entitled to receive building permits for more than two of the apartment buildings shown on Schedule 'B' and the recreational centre building until such time as the Owner has registered plans of subdivision on all of its lands in the City of Brampton lying west of Highway No. 10. The City acknowledges that the Owner has submitted draft plans of subdivision for these lands to the City and all other necessary Government agencies and the City shall consider these plans expeditiously in accordance with its existing policies with respect to draft plans of subdivision and the Owner agrees to cooperate with the City to facilitate final registration of these plans.

27. 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.

28. 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.

29. 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.

30. 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.

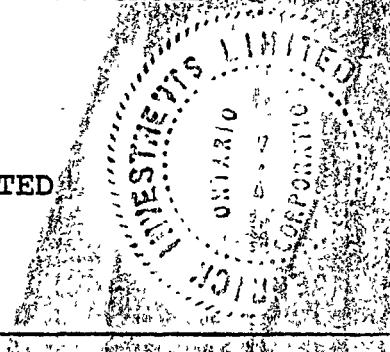
31. Mortgages The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

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

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

PENRICK INVESTMENTS LIMITED

[Handwritten Signature]
AUTHORIZED SIGNING OFFICER



TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten Signature]
JAMES E. ARCHDEKIN MAYOR

[Handwritten Signature]
RALPH A. EVERETT CLERK

THE REGIONAL MUNICIPALITY OF PEEL

[Handwritten Signature]
CHAIRMAN

[Handwritten Signature]
CLERK

PEEL ELDER DEVELOPMENTS LIMITED

[Handwritten Signature]
AUTHORIZED SIGNING OFFICER TITLE

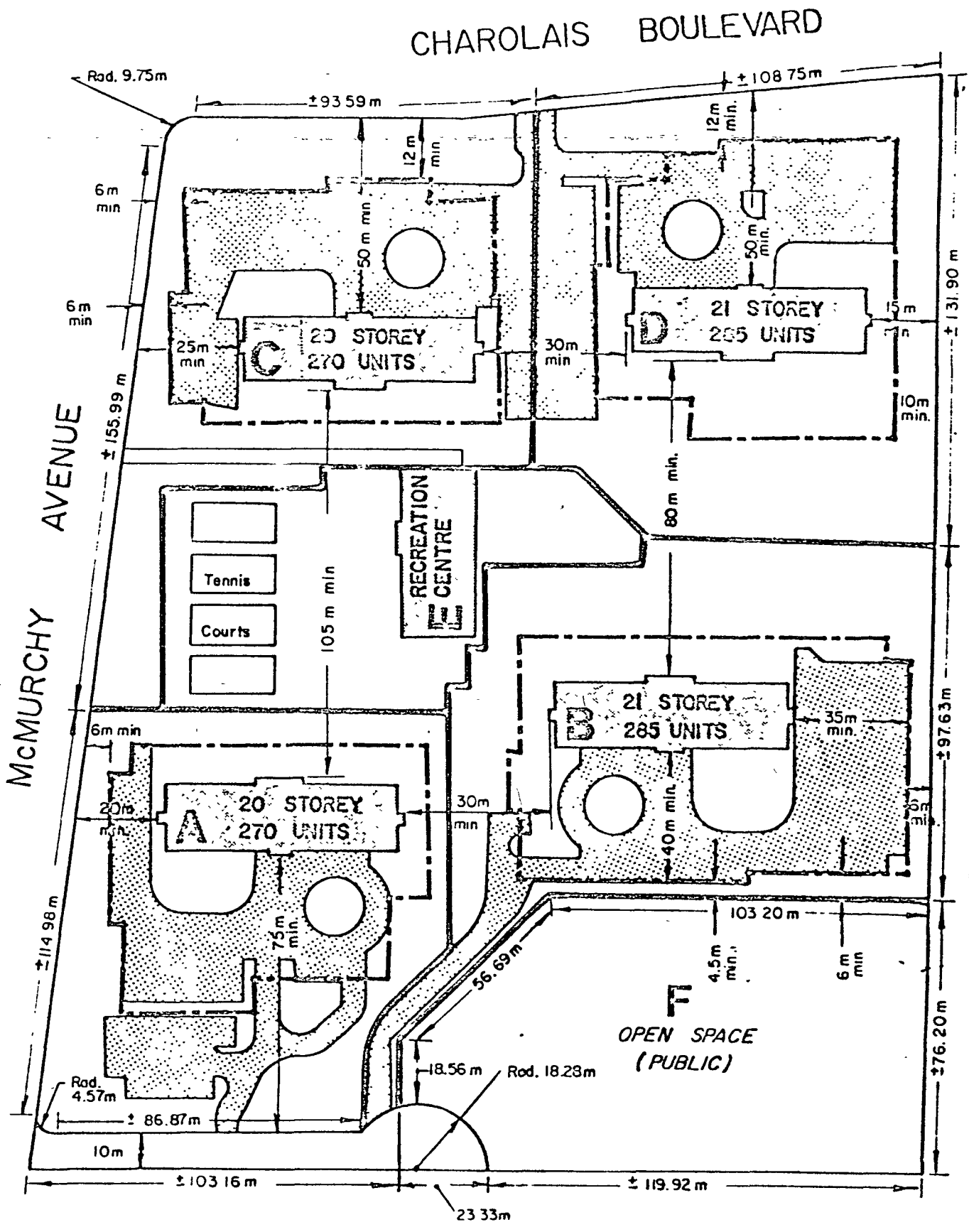
[Handwritten Signature]
AUTHORIZED SIGNING OFFICER

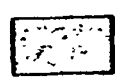
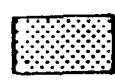

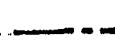
AUTHORIZATION BY-LAW
NUMBER 158-79
PASSED BY CITY
COUNCIL ON THE 25th
DAY OF June 19 79

AUTHORIZATION BY-LAW
NUMBER.....150-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....9th.....
DAY OF August 19 79

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Brampton in The Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel), being composed of Part of Lots 1 and 2 in the First Concession, West of Hurontario Street and designated as Part 1 on a Plan of Survey registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as 43R-5389.



-  BUILDING AREA
-  PARKING & DRIVEWAY AREA
-  LANDSCAPED OPEN SPACE
-  LIMIT OF PARKING STRUCTURE (UNDERGROUND)

CONCESSION I WEST
LOT I, EAST 1/2

DEVELOPMENT AGREEMENT
SCHEDULE B



CITY OF BRAMPTON
Planning and Development

Date: JUNE 21, 79 Drawn by: c k

11560

LIST OF RECREATIONAL FACILITIES

"A" PROJECT RECREATION CENTRE

1) First Floor

- entrance foyer
- control and managerial office
- two singles squash courts
- one handball court
- nursery area with storage and washroom
- nursery terrace
- mechanical room

2) Second Floor

- indoor swimming pool, 38'x58', with pool terrace
- men's and ladie's locker, shower, sauna and washrooms.
- squash viewing gallery
- corridors leading to East and North Apartment Towers.

3) Third Floor

- lounge with kitchenette
- lounge terrace
- pool viewing gallery
- mechanical room
- corridors leading to South and West Apartment Towers

4) Outdoor Facilities

- four tennis courts (two to be flood lit)
- large playground apparatus
- outdoor wading pool

"B" RECREATION FACILITIES WITHIN EACH APARTMENT TOWER

- 1) - party room including kitchen and washrooms.
- lounge adjacent to laundry
 - children's indoor playroom related to the outdoor tot-lot and laundry lounge
 - hobby room

- 2) - outdoor tot-lot

Reference: Proposed list of amenity furnishings for the Recreation Centre and a typical apartment tower.

A. Recreation Centre - Lower Level

1. Nursery Centre

- 4 - 6x4 mats
- 5 - paint easels
- 5 - blackboard easels
- 4 - children's play tables and 16 chairs
- 3 - wood toy boxes
- 1 - Junior Gym indoor set up 6x6

2. Exercise Room

- 2 - exercise bicycles
- 1 - set hand weights
- 4 - mats 4x8
- 2 - abdominal boards
- 2 - step boxes 12" - 18"
- 1 - 8x8 wall mirror
- 1 - set of scales
- 1 - first aid kit
- 1 - multi-purpose bench with weight rack
- 1 - chest pulley weight machine
- 1 - wall mounted Dorsi
- 1 - treadmill

3. Control Area

- 1 - pinning bulletin board
- 1 - steno chair
- 2 - pull up chairs

B. Recreation Centre - Second Level

1. Men's Change Room

- 40 - half lockers
- 3 - solid cedar benches (2x6 and 1x4)

2. Women's Change Room

- 40 - half lockers
- 3 - solid cedar benches (2x6 and 1x4)

3. Pool Area

- 2 - 6' wall fixed cedar benches
- 1 - stool chair (lifeguard)
- Safety Equipment - 1 12' reaching pole
- 2 ring buoys on rope 30' long
- first aid kit

C. Recreation Centre - Upper Level

1. Lounge Area

- 1 - card table
- 4 - chairs
- 4 - love seats
- 2 - coffee tables
- 2 - lounge chairs

D. Tower Amenities (for each apartment building)

1. Elevator Vestibule

- 1 - four seater curved sofa
- 1 - round cocktail table
- 2 - lounge chairs
- 1 - low end table
- 3 - plants in planters
- 1 - 5'6" high semi-circular screen
- 2 - parson table consoles
- 4 - ashtrays (standing)

2. Bike Storage Room

metal rack storage for 24 bicycles.

3. Laundry Lounge Area

- 1 - standing ashtray
- 4 - lounge chairs
- 1 - coffee table
- 1 - end table
- 2 - 4' child tables with chairs
- 6 - assorted large styrofoam play blocks
- shelves and toybox

4. Meeting Room

- 50 - stacking chairs
- 6 - 6' rectangular collapsable tables
- 6 - 30"x30" stacking tables
- 1 - fridge
- 1 - range
- 1 - sink
- 2 - garbage cans

5. Workshop

- 6 - half lockers with wood top
- 2 - wood benches
- 2 - wood vise grips
- 1 - rectangular work table
- metal wood storing rack

CITY AND REGIONAL LEVIES

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

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

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

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

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

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

- (i) with respect to block townhouses or apartment buildings the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein.
- (ii) with respect to street townhouses the sum of 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.

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

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

tax
stabilization
levy

3. Road and
Bridge
Levy

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

These levies shall be paid as follows:

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

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

4.

Payment
of
Levies

Notwithstanding the provisions of Schedule 'D' of this agreement, the levies provided for pursuant to Schedule 'D', may be paid in the following manner:

Twenty-five per cent (25%) prior to issuance of building permits and the balance plus interest not later than at the time of the first mortgage draw or one year following the date of issuance of building permits, whichever shall first occur, provided that prior to issuance of building permits a letter of credit from a chartered bank in a form satisfactory to the City is deposited with the City for the full amount outstanding plus interest at the rate of eleven per cent (11%) on the amount outstanding for a period of one year to guarantee payment of the outstanding amount of the levies plus interest at the agreed rate. When the balance of the levies is paid, interest at eleven per cent (11%) on the outstanding balance shall also be paid from the date of issuance of the building permits to the date of payment of the levies.

REGIONAL LEVIES

U R B A N

Peel Lot Levies are as Follows:

1.

BASE CONTRIBUTION
JANUARY 1, 1974

Bachelor and One Bedroom Apartments	\$ 600.00 per unit
2 Bedroom Apartments and 2 Bedroom Townhouses	900.00 per unit
Single family, semi-detached and all other apartments and townhouses and other forms of low rise multiple residential units	1,300.00 per unit

2.

Peel lot levies shall be adjusted twice yearly as of February 1 and August 1 of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1 and August 1, respectively, of each year.

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 (10) days of receipt of same.

3.

Peel lot levies are subject to reduction provisions:

(a) In the amount of ten (10) per cent for sanitary sewers and ten (10) per cent for water where by prior agreement the developer has been exempted from payment of levies for that purpose.

OR

(b) In the amount of twenty (20) per cent for sanitary sewers when the development is outside the designated sewer service area.

(c) In the amount of twenty (20) per cent for water when the development is outside the designated water service area.

4.

The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region of Peel, and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two full years from the date of the order of the Ontario Municipal Board approving the zoning by-law referred to in paragraph 1 of this agreement.

5.

Notwithstanding the provisions of Schedule 'E' of this agreement, the levies provided for pursuant to Schedule 'E', may be paid in the following manner:

Twenty-five per cent (25%) prior to issuance of building permits and the balance plus interest not later than at the time of the first mortgage draw or one year following the date of issuance of building permits, whichever shall first occur, provided that prior to issuance of building permits a letter of credit from a chartered bank in a form satisfactory to the City is deposited with the City for the full amount outstanding plus interest at the rate of eleven per cent (11%) on the amount outstanding for a period of one year to guarantee payment of the outstanding amount of the levies plus interest at the agreed rate. When the balance of the levies is paid, interest at eleven per cent (11%) on the outstanding balance shall also be paid from the date of issuance of the building permits to the date of payment of the levies.

DUPLICATE

DATED: 25 JUNE 1979

PENRICK INVESTMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

PEEL ELDER DEVELOPMENTS LIMITED

A G R E E M E N T

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

No. **230415**
Received in the Office of
Land Titles at Brampton at

11:48 AM on
the *21* day of *Aug* 1979
and entered in *+*

Parcel *1-5*
Section *43 Hwy-1 (WHS)*

Vera Forten
Land Registrar

ad

PASSED June 25, 19 79



BY-LAW

No. 158-79

A By-law to authorize the execution of an Agreement between Penrick Investments Limited, the Corporation of the City of Brampton, The Regional Municipality of Peel and Peel Elder Developments Limited.