



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 170-84

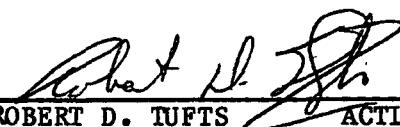
To authorize the execution of an agreement between 554278 Ontario Limited, the Corporation of the City of Brampton, the Regional Municipality of Peel and Counsel Trust Company, Vanguard Trust of Canada Limited and The Mercantile Bank of Canada

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated July 9th, 1984 between 554278 Ontario Limited, the Corporation of the City of Brampton, the Regional Municipality of Peel and Counsel Trust Company, Vanguard Trust of Canada Limited and The Mercantile Bank of Canada The Corporation of the City of Brampton, 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 9th day of July , 1984.

  
KENNETH G. WHILLANS MAYOR

  
ROBERT D. TUFTS ACTING CLERK

MEMORANDUM OF AGREEMENT made in duplicate this  
9<sup>th</sup> day of JULY, 1984.

B E T W E E N :

554278 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

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

A N D

COUNSEL TRUST COMPANY and VANGUARD  
TRUST OF CANADA 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 (hereinafter referred to as the "lands"), and further warrants that there are no mortgagees of the lands;

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown as Schedule B attached hereto (hereinafter referred to as the "plan");

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AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of subdivision herein for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

1. For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and Regional roads and storm drainage on Regional roads and any other 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 and Buildings of the City of Brampton.

2. 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 sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding,

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tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Commissioner of Public Works and/or the Commissioner of Community Services and/or the Commissioner of Planning and Development, as the case may be within twelve (12) months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

3.                   Wherever, under the terms of this agreement, Consultants: the Owner is required to design and construct any works, Consulting the Owner shall employ competent engineers registered with Engineer, the Association of Professional Engineers of Ontario and Landscape Landscape Architects registered with the Ontario Association of Landscape Architects to:

- 3.1           design;
- 3.2           prepare and furnish all required drawings;
- 3.3           prepare the necessary contracts;
- 3.4           obtain the necessary approvals in conjunction with the City or its agents;
- 3.5           provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Commissioner of Public Works and the Commissioner of Planning and Development. The Commissioner of Public Works may, where reasonably necessary, require the Owner to provide a resident engineer or



other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;

3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cron-oflex reproductions with the City Commissioner of Public Works and Mylar duplicates with the Regional Commissioner of Public Works;

3.7 furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Commissioner of Public Works;

3.8 prepare and provide the City, for each lot or block within the plan, with a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

3.9 prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision;

3.10 act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

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3.11 to provide to the City's Commissioner of Public Works and/or the Region's Commissioner of Public Works as and when required by them, copies of any or all contracts and/or subcontracts entered into by or on behalf of the Owner for the construction of any or all of the works, together with any or all of the following contract documentation:

3.11.1 certificate of progress payments,

3.11.2 certificate of the substantial performance given pursuant to the provisions of the Construction Lien Act, and

3.11.3 particulars of publication of the certificate of the substantial performance.

3.12 to certify to the City that there are no lien claims or potential lien claims relating to any of the completed works as and when the Owner requests the City to reduce the performance guarantee or finally accept the works.

4.  
Owner's  
Expense

The Owner shall design, construct and install at its own expense and in a good and workmanlike manner, all works as hereinafter set forth, including those works set forth in Schedule D attached hereto and complete, perform or make payment for all such matters as are hereinafter provided, including those matters set forth in

SCHEDULE D

Sewer &  
Water  
Service

The Owner acknowledges that the Region must be satisfied prior to release of the final plan for registration that adequate offsite sewer and water service can be provided which will require external trunk works by the Region and the Owner.

14.  
Simul-  
taneous  
Regis-  
tration

The Owner agrees that the final plans of subdivision for the lands comprising all of the lands shown on Schedules B-1(W) and B-2(E) shall be registered simultaneously.

15.  
Construc-  
tion  
Traffic

The Owner agrees that all construction traffic shall enter the lands shown on Schedules B-1(W) and B-2(E) only from Queen Street and 2nd Line West via Major Wm. Sharpe Drive and Burt Avenue respectively. The Owner further agrees that no construction traffic shall enter these lands from existing Burgby Avenue, Kimbark Drive, Norfolk Avenue, Bristol Avenue, Leneck Avenue, and Chestnut Avenue. The Owner shall construct barricades at these locations and maintain these barricades in place until such time as the Commissioner of Public Works instructs the Owner to remove them.

16.  
Noise

16.1 The Owner shall:  
16.1.1 agree that prior to the issuance of any buildings permits for Lots 1 to 3 both inclusive, 122 to 144 both inclusive and Lots 149 to 176 both inclusive, all as shown on Schedule B-1(W) and Lots 1, 2, 3 and 207 to 220 both inclusive, all as shown on Schedule B-2(E), Valcoustics Canada Limited shall certify that the builder's plans for each dwelling unit to be constructed on said lots have been prepared in accordance with the up-dated detailed acoustical report, prepared by Valcoustics Canada Limited

SCHEDULE D

and approved by the City of Brampton, the Region of Peel and the Ministry of the Environment, and show all of the noise control features required by the Acoustical Report. In addition, Valcoustics Canada Limited shall, prior to final acceptance of the works by the City of Brampton, certify that all of the noise control features required by the acoustical report have been provided and completed.

16.1.2 construct an acoustical barrier having a minimum height of 1.8 metres in the following locations as shown on Schedule B-1(W):

<u>Lot</u>	<u>Location</u>
1	from the mid-point of the westerly side lot boundary to the rear lot boundary and with a return to 1 metre from the nearest exterior wall of the dwelling
122, 138	from the mid-point of the easterly side lot boundary to the rear lot boundary
137	from the mid-point of the westerly side lot boundary to the rear lot boundary
176	from the mid-point of the northerly side boundary to the rear lot boundary



SCHEDULE D

122 to 129	the entire rear lot
both inclusive,	boundary abutting Second
132 to 141	Line West, Queen Street
both inclusive,	West or Burt Drive or any
and 151 to 176	reserve abutting these
both inclusive	roads

and in the following locations as shown on Schedule B-2(E):

<u>Lot</u>	<u>Location</u>
207	from the mid-point of the easterly side lot boundary to the rear lot boundary
220	from the mid-point of the westerly side lot boundary to the rear lot boundary
207 to 220	the entire rear lot boundary abutting Queen Street West or Major Wm. Sharpe Drive or any reserve abutting these roads.

The height of the acoustical barrier is relative to the proposed rear lot line elevation and shall correspond to an effective height ranging from 2.3 to 2.7 metres relative to the edge of pavement. The exact height, location and detailed specifications for the acoustical barrier shall be shown on the lot grading and landscape plans required to be approved by the City. The acoustical barrier shall be solid, with no holes or gaps, except in those locations indicated on the approved lot grading plan, and have a minimum surface density of four (4) pounds per square foot (20 kg per square metre).

SCHEDULE D

16.1.3 include in the conveyance for lots 1, 122 to 129 both inclusive, 132 to 141 both inclusive, and 151 to 176 both inclusive all as shown on Schedule B-1(W) and lots 207 to 220 both inclusive all as shown on Schedule B-2(E) a covenant satisfactory to the City of Brampton requiring, that the acoustical barrier, as installed shall be retained, repaired or replaced by the purchaser. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original.

16.1.4 install central air conditioning systems in each dwelling unit to be located on lots 134 to 137 both inclusive, all as shown on Schedule B-1(W).

In all cases, the air cooled condenser units shall be located in a noise insensitive area, or provision made for noise attenuation of the condenser unit, to the satisfaction of the Commissioner of Planning and Development of the City of Brampton.

16.1.5 install the necessary duct work for central air conditioning in each dwelling unit to be located on lots 1 to 3 both inclusive, 122 to 133 both inclusive, 138 to 144 both inclusive, and 149 to 176 both inclusive all as shown on Schedule B-1(W) and lots 1, 2, 3 and 207 to 220 both inclusive all as shown on Schedule B-2(E).

16.1.6 include the following clause in the agreement of purchase and sale for lots 134 to 137 both inclusive all as shown on Schedule B-1(W):

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic may continue to be of concern, occasionally

SCHEDULE D

interfering with some activities of the dwelling occupants as the noise level exceeds the municipality's and the Ministry of the Environment's noise criteria.

I, the Purchaser, agree to place this clause in all subsequent offers of purchase and sale when I sell the unit."

16.1.7 include the following clause in the agreement of purchase and sale for lots 2, 3, 142 to 144 both inclusive, and 149 to 150 both inclusive, all as shown on Schedule B-1(W) and lots 1, 2, and 3 all as shown on Schedule B-2(E):

"Purchasers are advised that noise levels due to increasing road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants.

This dwelling unit has been fitted with a forced air heating system and the ducting sized to accommodate a central air conditioning unit so that the occupants may at their option add central air conditioning to the unit to achieve a suitable indoor noise environment with closed windows.

NOTE: The air-cooled condenser unit for central air conditioning must be located in a noise insensitive area.

I, the purchaser, hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the unit."

SCHEDULE D

16.1.8 include the following clause in the agreement of purchase and sale for lots 1, 122 to 133 both inclusive, and 138 to 141 both inclusive, and 151 to 176 both inclusive, all as shown on Schedule B-1(W) and lots 207 to 220 both inclusive all as shown on Schedule B-2(E):

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level exceeds the municipality's and the Ministry of the Environment's noise criteria.

This dwelling unit has been fitted with a forced air heating system and the ducting sized to accommodate a central air conditioning unit so that the occupants may at their option add central air conditioning to the unit to achieve a suitable indoor noise environment with closed windows.

NOTE: The air-cooled condenser unit for central air conditioning must be located in a noise insensitive area.

I, the purchaser, hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the unit."



SCHEDULE D

16.1.9 install windows in the bedrooms of dwelling units constructed, in accordance with the following table:

SUMMARY OF WINDOW ACOUSTICAL INSULATION FACTOR (AIF) REQUIREMENTS

<u>UNIT/LOT</u>	<u>WINDOW RATING</u>
SCHEDULE B2(E)	
1 to 3	OBC*
4 to 206	OBC*
221 to 237	
207 to 220	AIF 27
SCHEDULE B1(W)	
1	AIF 29
2 to 3	OBC*
142 to 144	
149 to 150	
4 to 121	OBC*
145 to 148	
177 to 239	
122 to 141	AIF 29
151 to 176	AIF 27

\* Standard construction meeting the requirements of the Ontario Building Code is adequate.

\*\* In order to meet the specified AIF requirements, the actual glazed size must be accounted for in selecting window configuration. In accordance with item 16.1.1 the acoustical consultant shall certify that the above ratings have been achieved.

16.1.10 fully weatherstrip all exterior doors

16.1.11 display in all display areas referred to in Paragraph 48 of this agreement for all prospective purchasers a map showing lots 1, 2, 3, 122 to 144 both inclusive, and 149 to 176 both inclusive all as shown on Schedule B-1(W) and lots 1, 2, 3, and 207 to 220 both inclusive, all as shown on Schedule B-2(E) indicating in a colour coded form that said lots are subject to environmental noise problems. This map shall be approved by the Commissioner of Planning and Development of the City of Brampton prior to being placed on public display. The Owner agrees that City Staff may be permitted to inspect all display areas during business hours to ensure compliance with this paragraph.

SCHEDULE D

ainte-  
nance  
Easements

The Owner shall include a maintenance easement up to 1.2 metres in the conveyance of all lots on which the dwelling situate thereon has been erected with a side yard of less than 1.2 metres. It is intended that the width of the side yard, together with the width of the maintenance easement, shall be at least 1.2 metres.

18.  
Regional  
Charges

The Owner shall, prior to the release of the plan for registration, pay frontage charges for the existing watermain on Queen Street West along the plan frontage.

19.  
Site Plan

The Owner shall:

- 19.1 prior to the issuance of each building permit for dwellings to be located on Lots 177, 178, 185, 186, 187, 189, 197, 198, 221, and 234, all as shown on Schedule B-1(W) and Lots 3, 76, 77, 78, and 79, all as shown on Schedule B-2(E), prepare and have approved by the Commissioner of Planning and Development, a siting plan showing the location of the dwelling to be constructed on each of these lots. The dwelling on each of these lots shall be sited in such a way as to maximize the rear yard amenity space for each lot.
- 19.2 site the dwellings in the locations shown on the approved siting plan for all of these lots.

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 costs 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 or the Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.


17. Existing & Final Elevations                      Prior to the registration of the plan, the Owner shall submit to the City Commissioner of Public Works, the Commissioner of Community Services and/or the Commissioner of Planning and Development, a plan or plans showing:

17.1                      the existing and final elevations of the lands as determined by reference to a geodetic bench mark or an established City of Brampton bench mark,

17.1                      final grades of all roads as approved by the City Commissioner of Public Works;

17.3                      the lands designated for drainage works, and shall obtain approval of such elevations from the City Commissioner of Public Works and

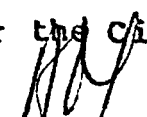
17.4                      the landscape and fencing, grading and planting plans of parklands, boulevards and buffer areas.



18.  
Lot & Block  
Grading &  
Drainage

The Owner shall, at all times prior to the final acceptance of the works by the City in accordance with paragraph 41 of this agreement, be responsible for the drainage of all lots and blocks within the plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner or the City to enter for a period of three (3) years from such sale and undertake modifications to the surface drainage features of the said lots and blocks in accordance with the drainage patterns proposed by this agreement. It is further agreed that, should drainage rectification become necessary in the discretion of the City Commissioner of Public Works at any time prior to the final acceptance of the works as aforesaid and prior to the expiration of the right to enter and the Owner fails to make such rectification when so instructed by the City Commissioner of Public Works, the City may, at its option, undertake the correction of such drainage situation and all costs thereof shall be charged back to the Owner and shall include a management fee of fifteen per cent (15%) of the cost of labour and material. The Owner agrees that neither it nor its successors and assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City Commissioner of Public Works.

The Owner shall attach a copy of this paragraph to all agreements of purchase and sale of land within the plan and shall include in all conveyances of land within the plan, a covenant executed by the purchaser of the land and binding on its successors and assigns in which the purchaser agrees not to alter the grading or change the elevation or contour of the land described in the conveyance except in accordance with drainage plans approved by the Commissioner of Public Works for the City of Brampton.





19.  
Undeveloped Blocks  
Lots

The Owner shall drain and grade all lands to be developed in accordance with the overall drainage plans which are subject to the approval of the City Commissioner of Public Works. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Commissioner of Public Works on all vacant blocks and lots within built-up areas in the plan. Such maintenance will include weed control by annual spraying, grass and weed cutting to maintain a height not exceeding six (6) inches, cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Commissioner of Public Works.

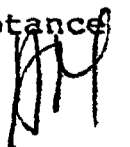
20.  
Occupancy

20.1 The Owner covenants and agrees that neither it nor its successors or assigns shall permit the occupancy of any building or part thereof erected on the said lands:

20.1.1 until the "basic services" as required herein including sanitary and storm sewers, water-mains, base course asphalt, curbs and gutters, and permanent street name and traffic signs have been installed and approved by the Commissioner of Public Works;

20.1.2 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.

20.2 The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance



of the roads by the City, it shall at all times maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

21. Sidewalks, walkways, boulevard sodding, drive-  
Completion way paving and tree planting shall be completed prior to  
of Sidewalks, the occupancy of any building except for buildings to be  
Sodding, etc. occupied between November 1st and June 15th in any year,  
in which case the sidewalks, walkways, boulevard sodding,  
driveway paving and tree planting shall be completed by  
June 30th following such occupancy. The City Commissioner  
of Public Works may require construction of sidewalks and  
walkways prior to the time specified above where the said  
sidewalks and walkways are required to provide safe pas-  
sage to and from schools and other facilities or the Com-  
missioner may direct the Owner to delay construction of  
the sidewalks where he considers it advisable to do so.

22. The Owner covenants and agrees that if any  
Maintenance of person should occupy a dwelling unit within the said plan  
Roads and of subdivision before the road has been finally accepted  
Snow by the City, the City through its servants, contractors or  
Plowing agents may provide and maintain proper vehicular access  
and the City shall be deemed to have acted as agent for  
the Owner and shall not be deemed in any way to have  
accepted the streets within the said plan of subdivision  
upon which such work has been done. The Owner hereby  
acknowledges that if the City, by providing any access or  
removing any ice or snow under the provisions of this  
agreement, damages or interferes with the works of the  
Owner or causes any damage to such works, the Owner hereby  
waives all claims against the City that it might have  
arising therefrom and covenants that it will make no claim



against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins and all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.  
Expedi-  
tious  
Completion

It is the intention of this agreement that all works be performed expeditiously and continuously; that all underground services be installed within one (1) year of the registration of the plan and that all aboveground services be installed within three (3) years of the date of registration of the plan, unless such time is extended by the Commissioner of Public Works. Provided that, if in the opinion of the Commissioner of Public Works, the construction and installation of some of the works should be delayed, the Commissioner of Public Works may, by written notice, direct that such work be delayed until the date specified in that notice.

24.  
Top Soil  
Completion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations, and when so removed, the top soil shall be stockpiled in a location approved by the City and replaced upon the lands within the plan after the completion of the building operations. Stockpiles of topsoil shall not exceed two (2) metres in height nor have slopes steeper than three to one (3:1). In the event that there



is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15th and October 1st in any year and the City shall be required, within sixty (60) days, to remove the top soil or, after the expiry of the sixty (60) days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.                   The Owner shall apply a minimum of four (4) inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of (1) deciduous tree (minimum seventy (70) millimeters caliper) on the boulevard in front of each lot or semi-detached or townhouse unit and on the boulevard flanking each corner lot or corner unit, and at forty (40) foot intervals on the boulevards in front of all other blocks and abutting the rear yards of all reverse frontage lots and plant other trees, all as required in accordance with the landscaping specifications of the City and all as shown on the landscape and fencing plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a two (2) year period from the date of performance acceptance of tree planting by the Commissioner of Community Services and shall replace all trees failing to establish a healthy growth within that two (2) year period. The foregoing two (2) year maintenance and replacement provisions shall apply to all replacement trees planted pursuant to this paragraph unless the Owner makes arrangements satisfactory to the Commissioner of Community Services prior to the final acceptance of the works by the City to provide a performance guarantee for the maintenance and replacement of such replacement trees.

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26.  
Landscape  
Plan

26.1 The Owner shall, prior to the release of the plan for registration, prepare and have approved by the Commissioner of Planning and Development and/or the Commissioner of Community Services and the Commissioner of Public Works, a detailed landscape and fencing plan or plans prepared in accordance with City specifications for all parkland, public open space, boulevard areas, buffer strips, and watercourse areas within the plan.

26.2 The Owner shall, except as specifically provided in paragraph 26.3 and Schedule D of this agreement, be responsible for carrying and completing, in accordance with all of the provisions of this agreement, all of the works shown on the approved landscape and fencing plan.

26.3 The Owner shall only be responsible for carrying out and completing that part of the works shown on the landscape and fencing plan for the watercourse areas within the plan which are, in the opinion of the Commissioner of Public Works, required as a result of the development of the lands and are identified in the detailed drainage and storm water management report and/or soil and slope stability report referred to in Schedule D to this agreement. The balance of the works shown on the landscape and fencing plan for the watercourse areas within the plan shall be carried out and completed by the Owner at the City's expense.

27.

Fencing

The Owner shall:

27.1 construct and fence in accordance with City specifications, all public walkways on the

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plan prior to the sale of the abutting dwelling units;

27.2 erect all fencing required by the City's residential fencing policy in the location and to the specifications set out in this policy; and

27.3 erect all other fencing required by this agreement,

and all fencing required by this clause shall be shown on the landscape and fencing plan required to be approved by this agreement.

28.  
Park  
Development

28.1 The Owner shall drain, grade, top dress, sod and landscape all lands which are to be conveyed to the City for park purposes in accordance with the provisions of the Planning Act, except where lands within the plan have been designated by the Commissioner of Community Services to be left in their natural state or finished to another standard. This work shall be shown on the grading and drainage plan for the subdivision and on the landscape and fencing plan for the subdivision which are required to be approved pursuant to this agreement.

28.2 The Owner shall grade, in accordance with the approved grading plans for the subdivision, all lands acquired by the City from the Owner for park or open space purposes other than those lands which are conveyed to the City in accordance with the provisions of the Planning Act, and in the event the Owner removes any top soil from these lands in the development of the plan, the Owner shall return an equivalent amount of top soil to these



lands and grade this top soil in accordance with the grading plan.

29.  
Tree  
Protection

All existing trees to be retained as shown on the landscape plan required to be approved pursuant to this agreement shall be fenced and protected in accordance with the City's specifications prior to and during construction. No existing trees other than those approved for removal in accordance with the approved landscape and fencing plan shall be removed without the approval in writing of the Commissioner of Community Services and the Commissioner of Planning and Development.

30.  
Archi-  
tectural  
Control  
Committee

30.1 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:

30.1.1 one member to be appointed by the Owner;

30.1.2 one member to be appointed by the City Council;

30.1.3 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.

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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.

30.2 The Owner shall, prior to Architectural Control Committee approval and the issuance of building permits, obtain approval by the Commissioner of Planning and Development for the features to be included in the design of buildings to efficiently maximize passive solar gain and minimum heat loss for dwellings within the plan. These features shall include the following:

layout of rooms, location and area of windows, roof overhangs, airlock entrances, together with thermal mass of buildings, building shape and lotting to maximize solar potential.

These features, when approved, shall constitute guidelines for the Architectural Control Committee in reviewing and approving the architectural aspects of all dwellings within the plan.

30.3 The Owner shall not presell any dwelling unit in the plan until such time as the approval of the Architectural Control Committee has been obtained for that dwelling unit or unless the agreement of purchase and sale is made conditional upon the approval of the Architectural Control Committee being obtained for the architectural aspects of that dwelling unit.

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OTHER APPROVALS

31.  
Regional  
Services

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.

32.  
Hydro  
Services

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.

33.  
M. of N.R.  
and  
C. A.  
Approval

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the Conservation Authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses con-

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tained within the plan. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City shall not be obligated to issue any building permits until provided with confirmation from the Conservation Authority and the Ministry that this requirement has been complied with.

34.  
School  
Sites

The Owner shall enter into agreements with the Peel Board of Education and the Dufferin-Peel Roman Catholic Separate School Board to enable the Boards to purchase the lands designated as school sites, and the City shall not release the plan for registration until provided with confirmation from the School Boards that the agreements required by this clause have been entered into or that other arrangements satisfactory to the School Boards have been made.

FINANCIAL

35.  
Taxes

The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before 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.

36.                   The Owner covenants and agrees to uncondi-  
City Capital           tionally pay to the City without protest or qualification  
Contribu-           the capital contributions set forth in Schedule E attached  
tions               hereto in the manner and at the times set forth in  
Schedule E.

The City capital contributions 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 capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions 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.

37.                   The Owner covenants and agrees to pay to the  
Regional           Region, the levies set forth in Schedule F attached here-  
Levies             to, in the manner and at the times set forth in Schedule F  
and the Owner further agrees that the policies set forth



in Schedule F shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

37.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region 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 (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

38. 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:

38.1 be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);

38.2 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;

38.3 be effective for the period of this agreement, including the period of guaranteed maintenance;



- 38.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 38.5 contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and
- 38.6 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.

Prior to the registration of the plan, the Owner shall deposit with the City, a certificate of insurance in a form acceptable to the City, certifying that insurance, as required by this clause, has been obtained and is in force.

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 the 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 lands 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.

39. Performance Guarantee

39.1 Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City, a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security approved by the City Treasurer, in the amount of one hundred per cent (100%) of the cost of all the works required by this agreement as estimated by the Commissioners of Public Works, Planning and Development, and Community Services.

39.2 Upon the failure by the Owner to complete a specified part of the work 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 cash deposit, letter of credit or other negotiable security as referred to in paragraph 39.1 above to pay the cost of any part of the works the Commissioners of Public Works, Planning and Development, and Community Services may deem necessary.

39.3 The City agrees to reduce, from time to time, the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in paragraph 39.1 hereof by an

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amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Commissioners of Public Works, Planning and Development, and Community Services upon receipt of:

- 39.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid; and
- 39.3.2 a certificate of the Owner's consulting engineer and/or landscape architect certifying that it has received no notice of lien in respect of the completed works pursuant to the Construction Lien Act; and
- 39.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for such completed works, together with the proof of publication thereof.

The remaining ten per cent (10%) for the underground services and plant materials shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Commissioner of Public Works. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Commissioner of Public Works and all defects disclosed by such inspection shall be remedied by the Owner



at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty (30) days of the date of invoice from the City in addition to any other payments provided for in this agreement.

The remaining ten per cent (10%) for the aboveground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

39.4 Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any cash deposit, letter of credit or other negotiable security as referred to in paragraph 39.1 where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the Commissioners of Public Works, Planning and Development, and Community Services of works which have not yet been accepted by the City as being completed and the Owner shall be required to supply such details of completed and uncompleted works as are required by the Commissioner of Public Works.

40.  
Bench  
Marks

The Owner shall use only approved City, Regional or M.T.C. first or second order bench marks for establishing elevations throughout the development. Prior to the end of the maintenance period of the aboveground works, the Owner's surveyor shall establish one permanent second order bench mark for the first twenty-five (25)

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acres or less plus one bench mark for every additional twenty-five (25) acres within the registered plan. Location and type of bench mark to be agreed upon between the surveyor and the Commissioner of Public Works at the time the bench mark(s) is(are) to be established.

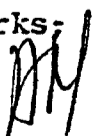
41.  
Final  
Acceptance  
of Works

41.1 The performance by the Owner of its obligations under this agreement shall be a condition precedent to the final acceptance of the works by the City. Prior to the final acceptance of the works by the City, the Owner shall furnish the City with:

41.1.1 a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of works and that there are no outstanding claims relating to the works;

41.1.2 a certificate of the Owner's consulting engineer and landscape architect certifying that there are no outstanding or potential lien claims in respect of all of the completed works pursuant to the Construction Lien Act.

41.1.3 a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one (1) month prior to the application by the Owner for final acceptance of the works.



41.1.4 further that he has placed all bench marks as required under clause 40 and that he has provided the City Commissioner of Public Works with the description of location and elevation of these bench marks;

41.1.5 one complete set of inked "as constructed" linens or cronoflex reproductions of all works including lot grading.

41.1.6 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for all the works constructed within the plan, together with proof of publication of these certificates.

41.2  
Indemni-  
fication

41.2.1 Until the final acceptance of all the works required by this agreement, by resolution of the City Council, the Owner shall indemnify the City and the Region against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of the Owner, its agents or employees doing, failing to do, or doing incorrectly or negligently anything it is required to do by the terms of this agreement.

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



41.2.3 The said indemnity shall apply to all lands set out in the plan, including lands which have been designated as parklands and deeded to the City pending final acceptance of the entire plan by the City and the Region.

42.  
Admini-  
stration  
Fees

The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00); three and one-half per cent (3-1/2%) 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 Commissioner of Public Works 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.

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GENERAL

43.  
Convey-  
ances

At no cost to the City or the Region, the Owner shall grant unto the City and the Region, free of encumbrances, the lands, easements and 0.3 metre (1 foot) reserves as required in Schedule C for municipal purposes. The Owner shall also grant gratuitously such other easements as may be required for municipal and Regional services and for other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City and the Region shall be lodged with the City before the registration of the plan or any part thereof.

44.  
Solicitor's  
Certificate

The Owner shall provide the City with a Solicitor's Certificate, within thirty (30) days of the registration of the subdivision plan, and prior to applying for any building permits, certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from encumbrance, and that the Grantor or the City, as the case may be, is or will be the registered owner thereof.

45.  
Copies

45.1 Prior to release for registration by the City the Owner shall supply the City with fifteen (15) copies of the proposed final plan for verification as to compliance with this agreement.

45.2 Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of fifteen (15) copies of the registered plan.

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46.  
Land Use  
and Signs

The City shall, by by-law, regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement. The Owner shall post signs on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings, the wording, size and location of such signs to be approved by the Commissioner of Public Works and Buildings.

47.  
Exemption  
from Part  
Lot  
Control

The City agrees that after the restricted area by-law to provide the zoning for the lands within the plan has been given final approval by the Ontario Municipal Board and after the plan of subdivision has been registered, the City will, at the request of the Owner, pass by-laws to exempt from part lot control, all lands within the plan designated for semi-detached or street townhouse purposes and requiring exemption from part lot control. The parties hereto agree that the City shall arrange for registration of all part lot control by-laws after any necessary approvals have been obtained and the Owner agrees to reimburse the City for all costs of registration.

48.  
Govern-  
mental  
Agencies,  
etc.  
- Informa-  
tion

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

provision shall apply to all persons selling either lots or dwelling units within the plan and the Owner shall bring this clause to their attention by means of attaching a copy of it to all agreements of purchase and sale of all lots in the subdivision sold to such persons.

49.           49.1           The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

49.2           The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the Act which affect any lands owned by the City, including public highways, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

49.3           The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the



Region pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

49.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 39 of this agreement:

49.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 49.2 of this agreement; and

49.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 49.3 of this agreement.

49.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 39 of this agreement until the City is satisfied that all of the provisions of paragraphs 49.1, 49.2 and 49.3, together with all other applicable provisions of this agreement have been complied with.

50.

By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton

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presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

51.

Agreement  
Binding

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

52.

Discretion  
Comm. of  
Public Works

Wherever decisions are made within the meaning of this agreement by the Commissioner of Public Works, the discretion of the said Commissioner shall be exercised according to reasonable engineering standards.

53.

Approvals

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 the Regional Council or any official of the City or the Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

All approvals required to be given by City officials pursuant to this agreement, shall be given by that City Commissioner or other City official having jurisdiction or control over the particular matter or land for or in respect of which the approval is required.

54.

Cost of  
Registra-  
tion

The Owner and the Mortgagees consent 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 the registration of all con-

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veyances of land, grants of esement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the City a sum of money as 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.

55.           55.1           The Mortgagees hereby covenant with the City  
Mortgagees       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:

55.1.1       if any Mortgagee retains all or part of the  
                  lands and develops the lands as an owner,  
                  either alone 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

55.1.2       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 Mortgagee shall  
                  require as a condition precedent to the  
                  closing of any such sale or conveyance, that  
                  the new owner (the purchaser) will have  
                  convenanted with the City and the Region to  
                  perform and undertake all of the terms of this  
                  agreement in the same manner as if the

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purchaser had executed this agreement in the capacity of owner.

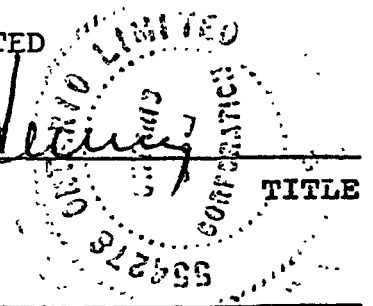
55.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the land and whether they do or not, the City and the Region may retain and call upon all securities and insurance,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

56. The covenants, agreements, conditions and Successors & Assigns 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.

554278 ONTARIO LIMITED

*Audrey Maudslayi*



TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

*Kenneth G. Weillans*

KENNETH G. WEILLANS

MAYOR

*R. David Tufts*

~~XXXXXXXXXXXXXXXXXXXX~~  
R. DAVID TUFTS

ACTING

CLERK

AUTHORIZATION BY-LAW.	
NUMBER	<u>170-84</u>
PASSED BY CITY	
COUNCIL ON THE	<u>9th</u>
DAY OF	<u>JULY</u> 19 <u>84</u>

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN

REGIONAL CHAIRMAN

LARRY E. BUTTON

REGIONAL CLERK

COUNSEL TRUST COMPANY

*[Signature]*  
Vice-President, Mortgages

TITLE

*[Signature]*

Manager, mortgage administration

TITLE

VANGUARD TRUST OF CANADA LIMITED

*[Signature]*  
VICE PRESIDENT, MORTGAGE OPERATIONS

TITLE

*[Signature]*  
VICE PRESIDENT, ADMINISTRATION

TITLE

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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 all those parts of the west half of Lot 6, Concession 2, West of Hurontario Street designated as Parts 1, 2, and 3 on a reference plan deposited in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number 43R-8044, subject to an easement over the said Part 2 of reference plan number 43R-8044 more particularly described in Instrument No. 34188 V.S.

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PLAN 43M-

REQUIREMENTS FOR THE REGISTRATION OF THE PLAN WITH THE REGISTRAR OF DEEDS  
IN ACCORDANCE WITH THE REGISTRY ACT, R.S.O. 1990, CHAPTER S.44  
SECTION 36 AND 37 AND THE LAND REGISTRATION ACT, R.S.O. 1990, CHAPTER L.1  
SECTION 2 AND 3 AND THE REGULATIONS MADE THEREUNDER  
REGISTERED AS PLAN DOCUMENT NO. [Blank]

OWNER'S CERTIFICATE  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE PLAN AS REGISTERED WITH THE REGISTRAR OF DEEDS  
DATE 2014-10-20  
W. M. FERLIN LIMITED, SUPERVISORS

PLAN OF SECTION 3 ON  
OF PART OF THE  
WEST HALF OF LOT 6, CONCESSION 2  
WEST OF HURONTARIO STREET  
CITY OF BRAMPTON  
REGIONAL MUNICIPALITY OF FEE  
BY FERNAN 0-1-1 984

OWNER'S CERTIFICATE  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE PLAN AS REGISTERED WITH THE REGISTRAR OF DEEDS  
DATE 2014-10-20  
W. M. FERLIN LIMITED, SUPERVISORS

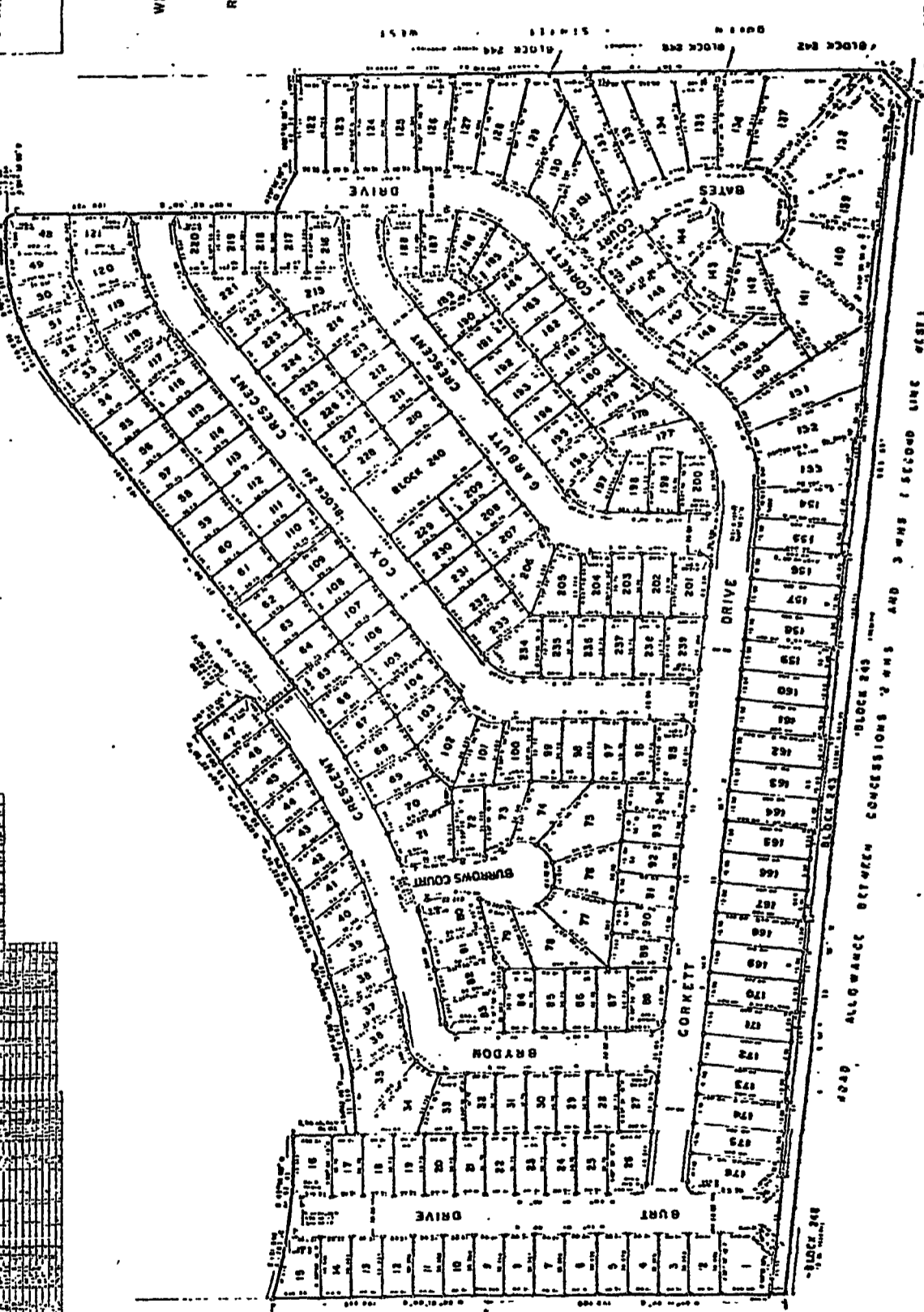
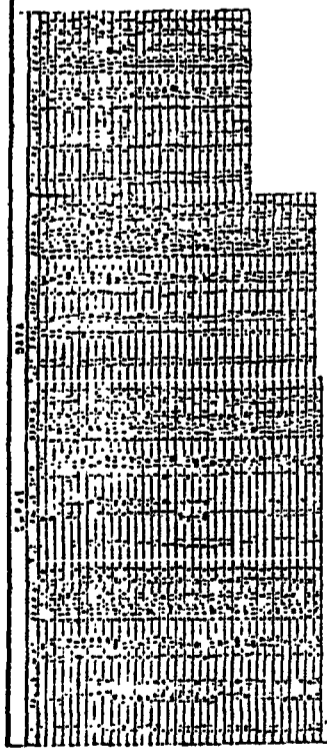
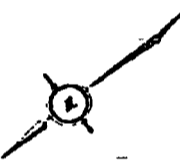
SUBVISOR'S CERTIFICATE  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE PLAN AS REGISTERED WITH THE REGISTRAR OF DEEDS  
DATE 2014-10-20  
W. M. FERLIN LIMITED, SUPERVISORS

W. M. FERLIN LIMITED, SUPERVISORS  
100 HURONTARIO STREET, SUITE 200  
BRAMPTON, ONTARIO L6Y 4R9

DATE 2014-10-20  
W. M. FERLIN LIMITED, SUPERVISORS

W. M. FERLIN LIMITED, SUPERVISORS  
100 HURONTARIO STREET, SUITE 200  
BRAMPTON, ONTARIO L6Y 4R9

W. M. FERLIN LIMITED, SUPERVISORS  
100 HURONTARIO STREET, SUITE 200  
BRAMPTON, ONTARIO L6Y 4R9



ALLOWANCE BETWEEN CONCESSIONS 2, 4 AND 3 AND 1 SECOND LINE WEST

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PLAN 43M

SECTION 271, PARCELS 1-5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

APPROVED

PLAN OF SUBD. FOR WEST HALF OF LOT 6, CONCESSION 2 WEST OF HURONTARIO STREET

CITY OF BRANTFORD REGIONAL MUNICIPALITY OF BRANTFORD

SCALE 1:1000

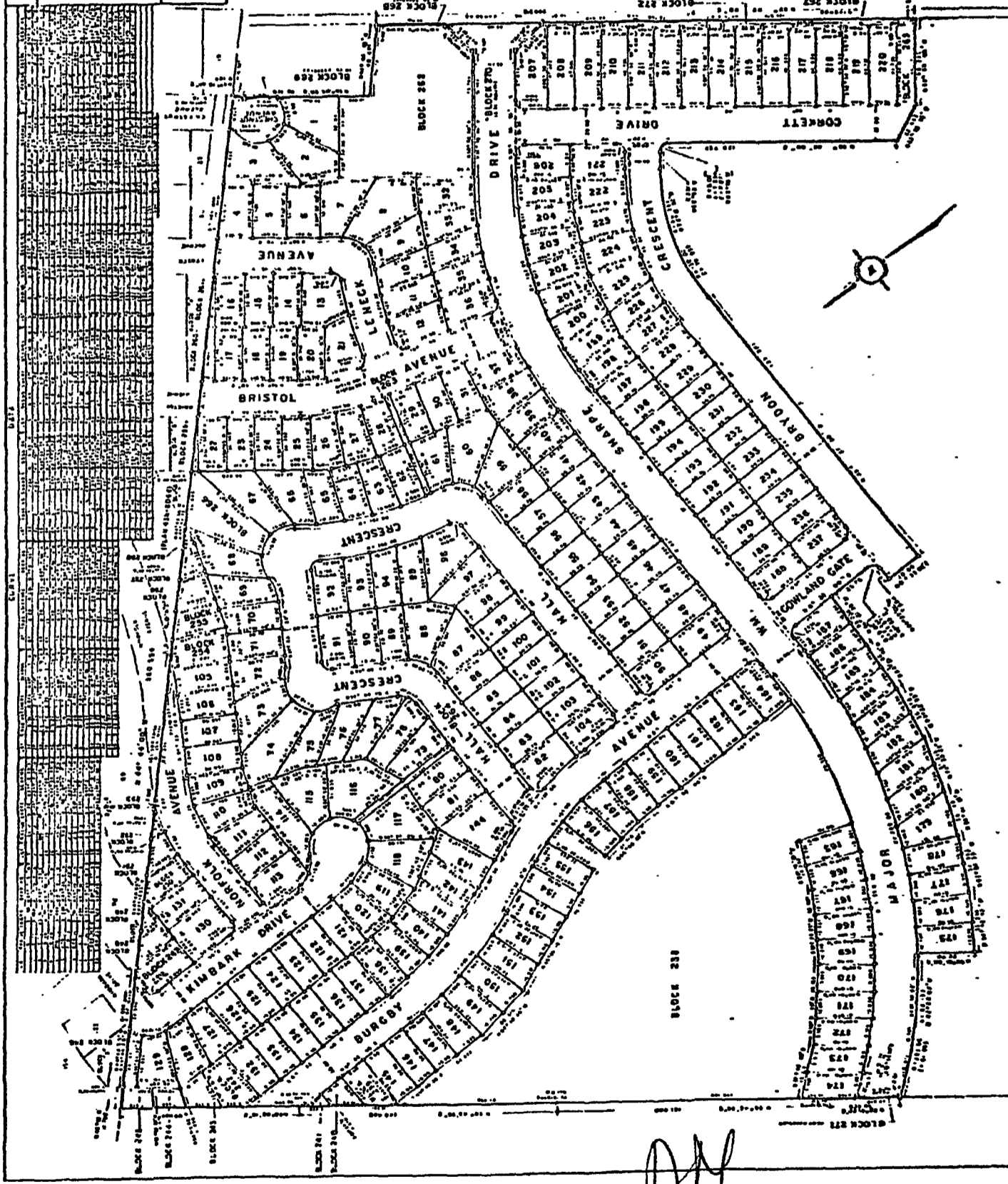
NOTES

OWNER'S CERTIFICATE

996278 ONTARIO LIMITED

METRIC SURVEYORS CERTIFICATE

W M Fenton Limited, Surveyors



Handwritten initials or signature at the bottom of the plan.

SCHEDULE C

LANDS TO BE CONVEYED TO THE REGION

1. Block 244, Schedule B-1(w), Block 272, Schedule B-2(E).  
Road  
Widening
2. Blocks 246 and 247, Schedule B-1(W), Blocks 267 and  
Reserves 268, Schedule B-2(E).

LANDS TO BE CONVEYED TO THE CITY

1. Block 240, Schedule B-1(W), Block 238, Schedule B-2(E).  
Parks
2. Block 243, Schedule B-1(W).  
Road  
Widenings
3. Blocks 245 and 248, Schedule B-1(W), Blocks 269, 270,  
Reserves and 271, Schedule B-2(E).
4. Blocks 241 and 242, Schedule B-1(W), Blocks 263, 264,  
Walkways and 265, Schedule B-2(E).

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SPECIAL CLAUSES

Works  
All things required by Schedule D of this agreement to be completed, installed, constructed or provided, shall be deemed to be works within the meaning of this agreement and shall be undertaken and completed to the satisfaction of the City and the Region as the case may be in accordance with detailed plans and specifications approved by the City and the Region as the case may be and unless otherwise provided, shall be at the expense of the Owner.

2. Storm Water Management  
2.1 The Owner shall, prior to the registration of the plan, prepare and have approved a detailed storm water management study satisfactory to the City and the Credit Valley Conservation Authority which indicates:

2.1.1 the means whereby storm water runoff shall be minimized.

2.1.2 the means of conducting storm water from north of the lands through the lands.

2.1.3 the means of dealing with the downstream storm drainage and the means of minimizing downstream erosion and siltation.

2.2 The Owner shall:

2.2.1 carry out or cause to be carried out such works and storm water management practices as are recommended by this study and approved by the City and the Credit Valley Conservation Authority, and

2.2.2 prior to registration of the plan, the Owner shall convey to the City easements in a form satisfactory to the City for storm sewers and storm water channels through the lands lying to the south of Queen Street. *AM*



SCHEDULE D

3.  
Tree  
Survey

The Owner shall, prior to registration of the plan, prepare and have approved by the City a detailed tree survey containing recommendations regarding the retention of existing trees. When this survey is approved, the Owner shall protect to the satisfaction of the City and in accordance with paragraph 29 of this agreement, all existing trees which are designated by the survey to be retained.

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to Lots 167, 168, 169, 77, 78, 89, 90, and 91, all shown on Schedule B-1(W), and Blocks 250, 251, 252, and 253, all as shown on Schedule B-2(E), until such time as a site plan and tree preservation plan for each of these Lots and Blocks is approved by the Commissioner of Planning and Development, and the Owner, if required by the City, has executed an agreement satisfactory to the City with respect to the development of each of these Lots and Blocks.

4.  
Left Turn  
Lane

The Owner shall construct a left turn lane on Queen Street West to provide satisfactory left turn traffic movements from Queen Street West to Major Wm. Sharpe Drive.

5.  
2nd Line  
West

The Owner shall:

5.1 reconstruct 2nd Line West as a two lane paved roadway with a minimum 50 mm thickness of asphalt including the provision of sidewalks and boulevard landscaping, and

5.2 construct sidewalks and provide boulevard landscaping along Queen Street West, or

alternatively, at the option of the City, the Owner may make a cash contribution to the City in an amount satisfactory to

SCHEDULE D

the City equal to the cost of the aforesaid work and then this work may be undertaken by the City at a time satisfactory to the City.

6.  
Road  
Connection

The Owner:

- 6.1 on or before registration of the plan, shall convey or cause to be conveyed to the City with a good and marketable title and free of all encumbrances, sufficient land in a location satisfactory to the City, to construct a road between the northerly end of Burgby Avenue shown on Schedule B-2(E), and existing Burgby Avenue lying to the east of the plan (herein called the "connecting road");
- 6.2 shall construct the connecting road together with all municipal services as may be required by the City at the same time as Burgby Avenue is constructed north of the most northerly intersection of Hall Crescent and Burgby Avenue, all as shown on Schedule B-2(E).
- 6.3 agrees that the City may require the establishment of 0.3 metre (1 foot) reserves along both sides of the connecting road at the Owner's expense.
- 6.4 agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to any lots located on Burgby Avenue north of the most northerly intersection of Hall Crescent and Burgby Avenue until such time as the connecting

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SCHEDULE D

road has been constructed to the standard required by Clause 12 of this agreement for the issuance of building permits.

7. The Owner agrees that Blocks 239 to 261, both Blocks 239 inclusive, and Block 266, shown on Schedule B-2(E), shall to 261 & only be developed in conjunction with Blocks A to G, both Block 266 inclusive, Registered Plan 610 and appropriate parcels of land to the north of the lands shown on Schedule B-2(E), and the Owner further agrees that such development shall take place only in accordance with a method of development satisfactory to the City. The Owner further agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits for Blocks 239 to 261, and Block 266, all as shown on Schedule B-2(E), until such time as the City is satisfied with the method of development of these Blocks in conjunction with the adjoining lands, and if required by the City, the Owner has entered into an agreement with the City in a form satisfactory to the City for the development of these Blocks.

8. Storm Water Outlet Prior to the final approval of the plan, the Owner shall submit to and obtain the approval of the Credit Valley Conservation Authority and the City for plans that show the means whereby the storm water from the lands is to be conducted to an outlet in a location considered satisfactory to the Credit Valley Conservation Authority and the City. The Owner acknowledges that appropriate permits will be required from the Credit Valley Conservation Authority with respect to the works proposed both on the lands and downstream pursuant to the Fill, Construction, and Alteration to Waterways Regulation (Ontario Regulation 211/73), as amended by Ontario Regulation 398/79).

SCHEDULE D

9. Solar  
The Owner shall prepare and have approved by the Commissioner of Planning and Development, a study by an energy consultant in conjunction with an architect, outlining the measures to be taken in the design of buildings to efficiently maximize passive solar gain and minimize heat loss for dwellings within this subdivision. Such measures will constitute guidelines for the Architectural Control Committee in reviewing and approving building designs for all dwellings and will include the following:

Layout of rooms, location and area of windows, roof overhangs, airlock entrances, thermal massing of buildings and building shape.

10. Stub Streets  
The Owner shall, immediately upon completion of the base course asphalt, erect a clearly visible sign with wording approved by the Commissioner of Planning and Development at the end of all dead ended or stub streets indicating that is intended that the particular street will be continued at the time the abutting lands are developed.

11. Hydrant Inspection  
The Owner shall pay to the Region of Peel a hydrant inspection fee equal to One Hundred Dollars (\$100.00) per hydrant prior to the release of the plan for registration.

12. Fencing  
The Owner shall construct a masonry wall along the southerly boundary of Lot 1, Schedule B-2(E). The exact location and specifications for this masonry wall shall be shown on the landscape and fencing plan required to be approved pursuant to this agreement.



SCHEDULE D

13. Sewer & Service

The Owner acknowledges that the Region must be satisfied prior to release of the final plan for registration that adequate offsite sewer and water service can be provided which will require external trunk works by the Region and the Owner.

14. Simultaneous Registration

The Owner agrees that the final plans of subdivision for the lands comprising all of the lands shown on Schedules B-1(W) and B-2(E) shall be registered simultaneously.

15. Construction Traffic

The Owner agrees that all construction traffic shall enter the lands shown on Schedules B-1(W) and B-2(E) only from Queen Street and 2nd Line West via Major Wm. Sharpe Drive and Burt Avenue respectively. The Owner further agrees that no construction traffic shall enter these lands from existing Burgby Avenue, Kimbark Drive, Norfolk Avenue, Bristol Avenue, Leneck Avenue, and Chestnut Avenue. The Owner shall construct barricades at these locations and maintain these barricades in place until such time as the Commissioner of Public Works instructs the Owner to remove them.

16. Noise

16.1 The Owner shall:

16.1.1 prior to final approval of the plan, engage the services of an acoustical consultant to undertake a noise study to recommend noise control features to meet the noise level objectives of the City, the Region, and the Ministry of the Environment.

16.1.2 prior to final registration of the plan, have the acoustical report approved by the City, the Region, and the Ministry of the Environment, and also update the recommendations contained in the acoustical report to coincide with the "M" plan proposed for registration.

SCHEDULE D

16.1.3 provide and carry out such works and noise attenuation methods as are recommended and approved by the acoustical study to the satisfaction of the City, the Region, and the Ministry of the Environment prior to the occupancy of any dwellings which may be subject to noise and identified in the report.

16.1.4 in the event that a slight noise level excess will remain on the lands despite the inclusion of the noise control features, require all subsequent offers of purchase and sale for the affected lots identified by the acoustical report as being affected by noise levels greater than the guideline level, include the following clause within the offers of purchase and sale:

"The purchaser is hereby advised that despite the inclusion of noise control features within this planned area and within the individual dwelling units, noise levels may still cause annoyance. I, the purchaser, hereby agree to place this warning in all subsequent offers of purchase and sale when I sell the unit."

16.2 The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive building permits with respect to any of the lots indicated in the acoustical report as requiring special treatment until such time as:

16.2.1 a site plan and landscape plan for the development of each lot or group of lots is approved by both the City's Commissioner of Planning and Development and the Region's Commissioner of Planning, and if required by the City and/or the Region, the Owner has executed an agreement satisfactory to the City and the Region with respect to the development of a particular lot or group of lots.

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16.2.2 the Owner's acoustical consultant has certified that the builder's plans for the dwelling unit or units to be erected on a particular lot or group of lots are in accordance with the updated approved detailed acoustical report.

17.  
Maintenance  
Easements

The Owner shall include a maintenance easement up to 1.2 metres in the conveyance of all lots on which the dwelling situate thereon has been erected with a side yard of less than 1.2 metres. It is intended that the width of the side yard, together with the width of the maintenance easement, shall be at least 1.2 metres.

18.  
Regional  
Charges

The Owner shall, prior to the release of the plan for registration, pay frontage charges for the existing watermain on Queen Street West along the plan frontage.

19.  
Site Plan

The Owner shall:

- 19.1 prior to the issuance of each building permit for dwellings to be located on Lots 177, 178, 185, 186, 187, 189, 197, 198, 221, and 234, all as shown on Schedule B-1(W) and Lots 3, 76, 77, 78, and 79, all as shown on Schedule B-2(E), prepare and have approved by the Commissioner of Planning and Development, a siting plan showing the location of the dwelling to be constructed on each of these lots. The dwelling on each of these lots shall be sited in such a way as to maximize the rear yard amenity space for each lot.
- 19.2 site the dwellings in the locations shown on the approved siting plan for all of these lots.

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CITY CAPITAL CONTRIBUTIONS

1. The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the following capital contributions less the deduction referred to in paragraph 1.6:

1.1 The sum of Two Thousand, Seven Hundred and Seventy Dollars (\$2,770.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;

1.2 The sum of One Thousand, Eight Hundred and Ninety-five Dollars (\$1,895.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;

1.3 The sum of One Thousand, One Hundred and Sixty-six Dollars (\$1,166.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;

1.4 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;

1.5 The capital contributions are effective the 22nd day of September, 1980 and shall be adjusted twice yearly on the 1st days of February and August in each year in direct

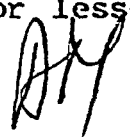
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relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year and the Index is to be applied to the net cost (cost prior to subtraction of debt allowance) as set out in the City's Capital Contribution Policy.

1.6 In accordance with the capital contribution policy of the City, the Owner shall be entitled to a total credit of Two Hundred and Fifty-nine Thousand, Four Hundred Dollars (\$259,400.00 ) on account of the total capital contributions required by this agreement. This credit shall be applied at the rate of Five Hundred and Forty-four Dollars and Ninety-five Cents (\$ 544.95 ) per dwelling unit for each of the Four Hundred and Seventy-six ( 476 ) dwelling units shown on the plan. Capital Contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of Five Hundred and Forty-four Dollars and Ninety-five Cents (\$ 544.95 ) shall then be deducted from the capital contribution required for each dwelling unit.

1.7 In the event, during the development of the plan, it is determined from time to time that the final number of dwelling units to be constructed on the plan will be greater or lesser



than Four Hundred and Seventy-six  
( 476 ) dwelling units, the credit per  
dwelling unit shall be, from time to time,  
recalculated and increased or decreased as the  
case may be to ensure that the Owner has  
received at the time of the issuance of the  
building permit for the last dwelling unit to  
be constructed on the plan, a total credit on  
account of the capital contributions required  
by this agreement of no more than or no less  
than Two Hundred and Fifty-Nine Thousand,  
Four Hundred  
Dollars (\$259,400.00).



SCHEDULE F

PEEL LOT LEVIES

1. Peel lot levies are as follows:

	Base Contribution
	<u>January 1, 1974</u>
1.1 Apartments less than 750 square feet.	\$ 600.00 per unit
1.2 Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3 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 1st and August 1st 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 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

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