



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 208-82

To authorize the execution of an agreement between 473569 Ontario and 475644 Ontario, The regional Municipality of Peel, Canreit Investors Nominee Corporation c/o Canadian Realty Investors, 473568 Ontario Limited c/o Gaston Bottero Real Estate, The Toronto Dominion Bank, Vanguard Trust of Canada Limited & Crown Trust Company and The Corporation of the City of Brampton

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 1982 10 13 between 473569 Ontario and 475644 Ontario, The Regional Municipality of Peel and Canreit Investors Nominee Corporation c/o Canadian Realty Investors, 473568 Ontario Limited c/o Gaston Bottero Real Estate, The Toronto Dominion Bank, Vanguard Trust of Canada Limited & Crown Trust Company and The Corporation of the City of Brampton, and 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 13 day of October, 1982.

ROBERT CALLAHAN ACTING MAYOR

RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate
this 13th day of *OCTOBER*, 1982.

B E T W E E N :

473569 ONTARIO LIMITED and 475644 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

CANREIT INVESTORS NOMINEE CORPORATION, c/o
CANADIAN REALTY INVESTORS, 473568 ONTARIO LIMITED,
c/o GASTON BOTTERO REAL ESTATE, THE TORONTO-DOMINION
BANK, VANGUARD TRUST OF CANADA LIMITED & CROWN
TRUST COMPANY

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
the Mortgagees are the only 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');

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 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 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, 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 Parks and Recreation 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.

Consult-
ing
Engineer

Wherever under the terms of this agreement the Owner is required to design and construct any works, the Owner shall employ competent engineers registered with the Association of Professional Engineers of Ontario and Landscape Architects registered with the Ontario Association of Landscape Architects or American Institute 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 cronoflex 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, 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.

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,

Owner's
Expense

perform or make payment for all such matters as are hereinafter provided, including those matters set forth in Schedule D attached hereto, within such time limits as are specified herein and in Schedule D attached hereto.

Notwithstanding anything contained in this agreement, the plan shall not be released by the City for final registration until such time as all of the detailed plans and specifications for all of the works required by this agreement are fully approved by the City and the Region.

5.

Storm
Sewers

5.1 The Owner shall construct and complete the storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all lands within the plan and adjacent road allowances according to designs approved by the City Commissioner of Public Works and in accordance with the specifications of the City in effect on the day of approval by the City Commissioner of Public Works. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage, until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Commissioner of Public Works and shall be constructed according to designs approved by the City Commissioner of Public Works and shall be of sufficient size, depth and location to service the lands within the plan and the lands outside the plan which, in the opinion of the City Commissioner of Public Works, will require their use as

trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

Sanitary
Sewers

5.2 The Owner shall construct and complete the sanitary sewer drainage works including lateral connections to the street line for each lot or block as shown on the plan, including all appurtenances, manholes, apparatus and equipment to service all the lands within the plan, according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the sanitary sewer system, including clearing of any blockages, until finally accepted by the Region. The sewers shall be connected to an outlet or outlets within or outside the plan as may be designated by the Commissioner of Public Works and shall be constructed according to designs approved by the Commissioner of Public Works and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the Commissioner of Public Works, will require their use as trunk outlets. The Region may connect or authorize connections to the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the Region.

Water
Systems

5.3 The Owner shall construct and complete a potable water system including service connections to the street line for each lot or block as shown on the plan, including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment

to service all lands within the plan according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the complete water distribution system in accordance with the regulations and by-laws of the Region until they are finally accepted by the Region. The water system shall include any trunks within or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

6.
Top Soil

The Owner shall remove and stockpile all top soil and shall rough grade to the full width all road allowances and walkways (except where existing trees are to be retained) as shown on the plan prior to the installation or construction of watermains, sanitary sewers, curbs, gutters, sidewalks or utilities. The Owner further agrees to keep the boulevards free and clear of all materials and obstructions.

7.
Roads

7.1 The Owner shall install and construct or reconstruct to the City's specifications all roads as shown on the plan attached hereto as Schedule B, including traffic islands where specified by the Commissioner of Public Works. All roads shall conform to grades as approved by the Commissioner of Public

Works. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

Private
Roads

7.2 The Owner agrees that on any multi-family blocks, all private roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Commissioner of Public Works and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Regional
Roads

7.3 The Owner shall carry out certain improvements to abutting Regional roads according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works.

8.
Curbs

The Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or the Region. If any curb depressions are not located correctly with respect to any driveway, the Owner shall construct a curb depression in the correct location and fill in the original depression in accordance with the City's specifications. The Owner shall install paved driveways from curb to street line (or from curb to sidewalk where sidewalks are installed) to the specifications of the City.

Pedestrian
Ways

The Owner shall construct sidewalks, connecting and park walkways, associated foot bridges and pedestrian grade separations as required by and in locations as shown on the plan or the landscape plan according to specifications of the City and maintain them until they are finally accepted in

writing by the City.

10.

Street
Name &
Traffic
Signs

The Owner shall provide and erect one three-way street name sign at each 'T' intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Commissioner of Public Works, which signs shall be in conformity with the specifications of the City or the Region. The Owner shall pay the City or the Region for all traffic devices as shown on the approved engineering plans installed by the City or the Region on all roads within or abutting the plan within thirty (30) days from the date of invoice by the City or the Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

11.

Street
Lights

The Owner shall construct and install to the City or the Region's specifications, a street lighting system along all roads shown on the plan to the satisfaction of the Commissioner of Public Works and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two (2) months after the first occupancy on each street.

12.

Building
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with

curb and gutter and all granular material required up to and including base course asphalt. The Commissioner of Buildings and By-law Enforcement may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Commissioner of Public Works. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Commissioner of Buildings and By-law Enforcement and the City Commissioner of Public Works. Each building permit application shall be accompanied by the certificate referred to in paragraph 3.7 of this agreement.

13.

Maintain
Gravel
Base

Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Commissioner of Public Works to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Commissioner of Public Works are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or

sweep any such roadway within twenty-four (24) hours of receiving written notice from the City Commissioner of Public Works. In the event such notice is not complied with within the said twenty-four (24) hour period, the City Commissioner of Public Works may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty (30) days of the date of the invoice from the City.

14.

Commence-
ment of
Construc-
tion

The Owner shall not commence construction of the works required by this agreement until the detailed engineering specifications of such works have been approved by the Commissioner of Public Works and the landscape plans and specifications of such works have been approved by the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development, and such approval has been signified by appropriate signatures on the original plans and specifications but such signatures shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. And further, the Owner shall not commence construction of any of the works required by this agreement until the detailed landscape plans and specifications have been approved by the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development, and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

15.1 The Owner shall maintain the underground works for a period of two (2) years following preliminary approval of all underground works, or up to the time

Mainten-
ance of
Services

when the aboveground works have progressed to the completion of the base course of asphalt, whichever occurs later.

15.2 The Owner shall maintain all of the aboveground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two (2) year period after which it shall place top course asphalt and complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the Commissioner of Public Works shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or the Region and that the Owner be released from its obligations under this agreement.

16.

Owner in
Default

If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated; or carelessly executed, or shall the Owner neglect or refuse to

renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such 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 Parks and Recreation and/or the Commissioner of Planning and Development, a plan or plans showing:

- 10 -
- 17.1 the existing and final elevations of the lands as determined by reference to a geodetic benchmark or an established City of Brampton benchmark,
- 17.2 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 grading plans of parklands, boulevards, and buffer areas.

18. The Owner, during the term of this agreement, agrees that it will be responsible for the drainage of all the lots and blocks within the plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner or the City to enter for a period of three (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 during the term of this agreement and prior to the expiration of the right to enter and the Owner fails to make such rectification when so instructed by the City 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 or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City Commissioner of Public Works.

Lot and
Block
Grading &
Drainage

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 his 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.

The Owner shall drain and grade all lands to be

Grading,
Drainage,
and
Undeveloped
Lots and
Blocks

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.

The Owner covenants and agrees that neither

Occupancy
Permits

it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the 'basic services' as required herein (including sanitary and storm sewers, watermains, base course asphalt, curbs and gutters and permanent street name and traffic signs) have been installed and approved by the Commissioner of Public Works and the necessary occupancy permit as required by the City Building by-law has been issued by the Commissioner of Buildings and By-law Enforcement. 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, driveway paving and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, 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 passage to and from schools and other facilities.

22. The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the said plan of subdivision upon which such work has been done. The Owner hereby acknowledges that if the City, by providing any access or removing any ice or snow under the provisions of this agreement,

damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and covenants that it will make no claim against the City for such interference or damage, provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.

Expeditious
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 the 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 and replaced upon the lands within the plan after the completion of the building operations. In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15 and October 1 in any year and the City shall be required within sixty (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.
Lot
Sodding
& Tree
Planting

The Owner shall apply a minimum of four (4) inches of good quality top soil on each lot 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 one (1) deciduous tree (minimum two and one-half inch ((2-1/2")) 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 in front of all other blocks and reverse frontage lots and plant other trees as required in accordance with the landscaping specifications of the City of Brampton and as shown on the landscape plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a two (2) year period from the date of performance acceptance of tree planting by the Commissioner of Parks and Recreation and shall replace all trees failing to establish a healthy growth within that two (2) year period.

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 Parks and Recreation and the Commissioner of Public Works, a detailed landscape plan or plans prepared in accordance with City specifications for all parkland, boulevard areas, buffer strips, and watercourse areas within the plan.

26.2 The Owner shall only be responsible for carrying out and completing that part of the works shown on the landscape 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.

27.
Fencing

The Owner shall:

27.1 construct and fence in accordance with City specifications all public walkways on the plan prior to the occupancy 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 plan or plans 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 Parks and Recreation 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 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. All existing trees to be retained must be fenced and protected prior to any construction and no existing trees shall be removed without prior approval in writing of the Commissioner of Parks and Recreation and the Commissioner of Planning and Development.

30. 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.

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, prepare and submit for approval by the Commissioner of Planning and Development a study by an energy consultant in conjunction with an architect, outlining the features to be included in the design of buildings to efficiently maximize passive solar gain for dwellings within the plan. These features shall include the following:

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

This study, 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 Save on condition of approval by the Architectural Control Committee 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.

OTHER APPROVALS

31.

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

Regional
Municipality of Peel

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.

Ministry of
Natural
Resources
& Conserva-
tion Auth-
ority
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 contained 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.

FINANCIAL

34.
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.

35.
City
Capital
Contri-
butions

The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule E attached 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.

36.1 The Owner covenants and agrees to pay to the Region, the levies set forth in Schedule F attached hereto, 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.

36.2 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.

37.1 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:

37.1 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);

37.2 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;

36.1
Regional
Levies

37.1
Insurance

- 37.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 37.4 contain a clause indicating that the insurance coverage applies to hazard or damage from 'completed operations';
- 37.5 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
- 37.6 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.

Perfor-
mance
Guaran-
tee

- 38.1 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 Commissioner of Public Works.
- 38.2 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 Commissioner of Public Works may deem necessary.
- 38.3 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 amount equal to Ninety Per Cent (90%) of the value of the works completed to the satisfaction of the Commissioner of Public Works upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining Ten Per Cent (10%) for the underground services shall be

retained by the City until expiration of the maintenance period for the underground works and acceptance by the 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.

38.4 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 Commissioner of Public Works 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.

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

Bench
Marks

aboveground works, the Owner's surveyor shall establish one permanent second order bench mark for the first twenty-five (25) 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 City Engineer at the time the bench mark(s) is(are) to be established.

40.

Final
Acceptance of
Works

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

40.1.1 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;

40.1.2 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;

40.1.3 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.

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

40.2
Indemni-
fication

40.2.1 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.

40.2.2 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 danger signals out at night and at such other times and places as public safety may require.

=

40.2.3 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.

41.
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 (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 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.

GENERAL

42.

Convey-
ances

At no cost to the City or the Region, the Owner shall grant unto the City and the Region, free of encumbrance, save as may be provided in Schedule C, 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.

43.

Certi-
ficate

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 the registered owner thereof.

44.1

Copies
of Plans

44.1 Prior to release for registration by the City, the Owner shall supply the City with ten (10) copies of the proposed final plan for verification as to compliance with this agreement.

44.2 Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of ten (10) copies of the registered plan.

45.

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 Buildings and By-law Enforcement.

46.

Exemp-
tion
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 par

lot control, as well as the single family lots lying east of the watercourse. 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.

Governmental Agencies, Etc.
- Information

The Owner shall provide, at its own expense, in all principal sales offices of the Owner or any builder 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 governmental agencies, including local boards, commissions, and utilities, to display at no cost, any information produced by such agencies, boards, commissions or utilities 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.

48.
Mechanics' Lien Act

48.1 The Owner shall comply with all of the provisions of the Mechanics' Lien Act, R.S.O. 1980, chapter 261, as amended, from time to time (herein called the "Act"), and without limiting the generality of the foregoing, shall hold in his possession the statutory holdback and any additional amounts required to be held by reason of any notice received pursuant to the Act. These funds shall not be disbursed except in accordance with the Act.

48.2 The Owner shall, within ten (10) days of receiving written notice from the City to do so, discharge and vacate all claims for lien and certificates of action

registered or filed 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.

48.3 The Owner shall indemnify and hold harmless the City and 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 arising out of the performance of this agreement by the Owner.

48.4 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:

48.4.1 to discharge and vacate all claims for lien and certificate of action registered or filed 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 48.2 of this agreement; and

48.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 48.3 of this agreement.

48.5 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 48.1, 48.2 and 48.3, together with all other applicable provisions of this agreement, have been complied with.

49.
By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

50.
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.

51.
Discretion
Comm.P.W.

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.

52.
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.

53.
Cost of
Regis-
tration

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

conveyances of land, grants of easement 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.

54. The covenants, agreements, conditions and
Successors undertakings herein contained on the part of the Owner
& Assigns 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.

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 along or in combination with another
 person, the Mortgagee so developing the lands
 will be subject to the terms of this agreement
 in the same manner as if that Mortgagee had
 executed this agreement in the capacity of
 owner, and
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
 covenanted with the City and the Region to

perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

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.

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.

473569 ONTARIO LIMITED

[Signature]
_____ TITL

[Signature]
_____ TITL

475644 ONTARIO LIMITED

[Signature]
_____ TITL
VICE PRESIDENT

_____ TITL

CANREIT INVESTORS NOMINEE CORPORATION,
c/o CANADIAN REALTY INVESTORS

[Signature]
_____ TITL
VICE PRESIDENT

_____ TITL

473568 ONTARIO LIMITED,
c/o GASTON BOTTERO REAL ESTATE

[Handwritten Signature]

TITLE

TITLE

THE TORONTO-DOMINION BANK

[Handwritten Signature]

TITLE

TITLE

[Handwritten 'a' in a box]

[Handwritten initials]

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten Signature]

ACTING MAYOR

[Handwritten Signature]

RALPH A. EVERETT

CITY CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>208-82</u>
PASSED BY CITY	
COUNCIL ON THE	<u>13th</u>
DAY OF	<u>OCTOBER</u> 19 <u>82</u>

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN

REGIONAL CHAIRMAN

LARRY E. BUTTON

REGIONAL CLERK

VANGUARD TRUST OF CANADA LIMITED

[Handwritten Signature]

EXECUTIVE VICE PRESIDENT

TITLE

[Handwritten Signature]

VICE PRESIDENT

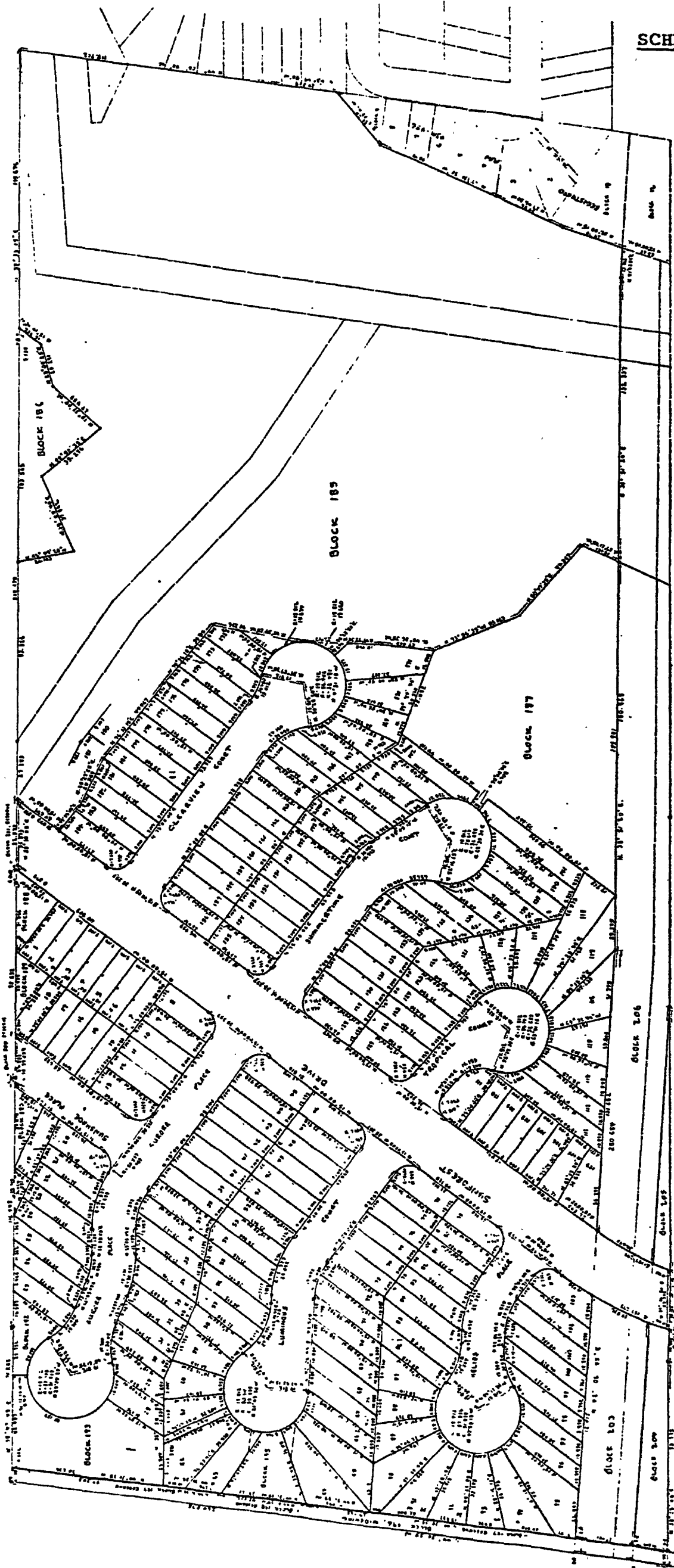
TITLE

CROWN TRUST COMPANY

[Handwritten Signature]

ASST. VICE PRESIDENT MORTGAGES

TITLE



LANDS TO BE CONVEYED TO THE MINISTRY OF
TRANSPORTATION AND COMMUNICATIONS

1. 0.3 Metre (1 foot) Reserve along the entire Highway
No. 10 frontage of the lands (Blocks 197, 198 and 199, as
shown on the plan). Such reserves shall provide access to
Highway No. 10 for the purpose of constructing and using the
temporary access road referred to in paragraph 9.1 of
Schedule D.

0.3 Metre
Reserves

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. Lands occupied by TransCanada PipeLine easement
- Blocks 203 and 206, as shown on the plan.
2. Lands for Parks and Public Open Space
- Blocks 185, 187 and 193, as shown on the plan.
3. Lands for Walkways
- 3 metre (10 foot) walkways between Lots 61
and 62.
4. Lands for 0.3 Metre (1 foot) Reserves
- at the dead end and open side of all roads
shown on the plan (Blocks 200, 201 and 202)
5. Lands for Temporary Road
- Block 195, as shown on the plan, for a temporary
access road to be provided in accordance with
paragraph 9 of Schedule D to this agreement. This
Block shall be reconveyed to the Owner for
development purposes at such time as the temporary
access road is removed in accordance with paragraph
9 of Schedule D to this agreement.

SCHEDULE D

SPECIAL CLAUSES

1. All things required by Schedule D of this agreement
Works 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. The Owner shall, prior to the registration of the
Drain- plan, prepare and have approved by the City and the Ministry
age of Natural Resources, a watercourse capacity and drainage
Report report including a detailed engineering report on the proposed road crossing of the watercourse at the north boundary of the lands. The Owner shall carry out all works recommended by this report as approved by the City and the Ministry of Natural Resources.

3. The Owner shall, prior to the registration of the plan,
Exist- remove all existing buildings on the lands with the exception of
ing the existing house which may remain on the lands until the development
Build- of the plan requires its removal, provided, in the opinion of the
ings Commissioner of Public Works, its remaining on the lands does not interfere with the installation of any of the works required by this agreement, including all necessary survey monuments for registration purposes.

4. The Owner shall, prior to the registration of the
Soils plan, prepare and have approved by the City, the Metropolitan
Report Toronto & Region Conservation Authority, and the Ministry of Natural Resources, a soils investigation report on the site and the Owner shall carry out all such works, including slope stabilization work as are recommended by the report and so approved.

5.

The Owner agrees:

MTRCA

5.1 to erect and maintain a snow fence along the top-of-bank to minimize construction impacts.

5.2 that no filling, grading or construction of any kind shall take place within Blocks 185 and 187 without the consent of the Metropolitan Toronto and Region Conservation Authority and the Commissioner of Planning and Development.

5.3 that the final building and grading plans for lots adjacent to the floodplain areas shall be approved by the Metropolitan Toronto and Region Conservation Authority prior to the issuing of any building permits for these lots.

6.

The Owner shall, prior to the registration of the

Trans-Canada PipeLine

plan, enter into an agreement satisfactory to TransCanada PipeLine which addresses itself to the matters set forth in Condition No. 15 of the Conditions of Draft Approval for the plan.

7.

The Owner acknowledges that Condition No. 16 of the

School Sites

Conditions of Draft Approval requires the Owner to reserve a 2.2 acre residential tableland area (Lots 1 to 21, both inclusive, Blocks 188 to 191, both inclusive, plus the road area contained within these Lots and Blocks, namely Sunshade Place, and Block 205, herein called the "Reserve Lands"), for the purposes of a contribution toward school sites in the south Heart Lake area. This contribution shall not exceed 2.2 acres of land or its appraised market value cash equivalent and this contribution may be subject to reduction at such time as the precise required contribution is determined. The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits for the Reserve Lands, until such time as arrangements satisfactory to the City have been made with the Owner for this contribution towards school sites in the south Heart Lake Area.

8. The Owner shall, prior to the registration of the plan, provide a noise attenuation study acceptable to the City and the Ministry of the Environment which will determine the nature and extent of a special landscaping treatment for the buffer area and special building design criteria which may be necessary as a result of noise transmission from Highway No. 10. The Owner shall carry out such works and noise attenuation methods as are consistent with this agreement and are recommended by this study and approved by the City and the Ministry of the Environment and this work shall be completed prior to the occupancy of any dwelling units identified in the study as requiring noise attenuation features.

Noise
Study

9. 9.1 The Owner shall, subject to the approval of the Ministry of Transportation and Communications, construct a temporary access road from Highway No. 10 (Block 195 shown on the plan) in a location directly opposite the temporary access road to Plan 21T-79007 (Bersamcar Industrial development). The Owner shall remove this temporary access road at such time as a permanent access to the plan is provided through lands to the south of the plan.

Tem-
porary
Road-
way

9.2 The Owner agrees that building permits for the erection of dwelling units on Lots 63 and 64 on either side of Block 195 the temporary access road, shall not be issued until such time as the temporary access road is removed.

10. Prior to the issuance of building permits, the Owner shall submit for approval 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

Archi-
tectural
Control
Commit-

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, glass fireplace doors where applicable, airlock entrances, together with thermal mass of buildings, building shape and lotting to maximize solar potential."

The Owner agrees that building designs submitted for approval reflect the guidelines outlined in the study.

11. The Owner agrees that Blocks 186, 188, 189, 190, 191, 192, 204 and 205 shall be reserved for future development and shall only be developed in conjunction with Registered Plan of Subdivision for the development of lands lying to the north and south of the plan. The Owner agrees that it will not apply for or be entitled to receive any building permits for these Lots and Blocks until such time as plans of subdivision have been registered on the lands abutting them; and then permits shall only be issued in accordance with the subdivision agreements for these plans. The City shall, to the best of its ability, make provision for the inclusion of these lands and lots included within any such development of adjacent lands.

Lands-
Future
Devel-
opment

12. The Owner shall, if requested by the Commissioner of Public Works, construct a temporary emergency access to Highway No. 10 in a location satisfactory to the Commissioner of Public Works.

Emer-
gency
Access

13. 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 it is intended that the particular street will be continued at the time the abutting lands are developed.

Stub
Streets

CITY CAPITAL CONTRIBUTIONS AND LEVIES

1.

Capital
Contri-
butions

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 units for which application for building permit is made 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 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 is entitled to a credit of Six Hundred and Ninety-four Dollars and Sixty-six Cents (\$694.66) per dwelling unit on account of the capital contributions required by this agreement. The capital contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of Six Hundred and Ninety-four Dollars and Sixty-six Cents (\$694.66) shall then be deducted from the capital contribution required for each dwelling unit.

(The Index Base at September 22, 1980 is taken as 228.2)

1.7 it is the intent of this agreement that the Owner receives a total credit on account of the capital contributions required by this agreement in the amount of One Hundred and Forty-three Thousand, One Hundred Dollars (\$143,100.00). The credit per dwelling unit of Six Hundred and Ninety-four Dollars and sixty-six Cents (\$694.66) set out in paragraph 1.6 is calculated by dividing this total credit of \$143,100 by the number of dwelling units shown on the plan, namely 206. In the event the number of dwelling units ultimately erected on the plan is decreased from the number presently shown on the plan (206) the credit per dwelling unit shall be recalculated and readjusted from time to time to ensure that the Owner has received the maximum credit of \$143,100 by the time the last building permit for any dwelling unit to be erected on the plan is issued.

SCHEDULE F

PEEL LOT LEVIES

1. Peel lot levies are as follows:

	<u>BASE CONTRIBUTION</u> <u>JANUARY 1, 1974</u>
(a) apartments less than 750 feet	\$ 600.00 per unit
(b) apartments and townhouses having 750 to 1,050 square feet	\$ 900.00 per unit
(c) 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.

DATED: _____

473569 ONTARIO LIMITED and
475644 ONTARIO LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

CANREIT INVESTORS NOMINEE
CORPORATION, c/o CANADIAN REALTY
INVESTORS, 473568 ONTARIO LIMITED,
c/o GASTON BOTTERO REAL ESTATE, THE
TORONTO-DOMINION BANK,
VANGUARD TRUST OF CANADA LIMITED
and CROWN TRUST COMPANY

A G R E E M E N T

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

DATED: _____

473569 ONTARIO LIMITED and
475644 ONTARIO LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

CANREIT INVESTORS NOMINEE
CORPORATION, c/o CANADIAN REALTY
INVESTORS, 473568 ONTARIO LIMITED,
c/o GASTON BOTTERO REAL ESTATE, THE
TORONTO-DOMINION BANK,
VANGUARD TRUST OF CANADA LIMITED
and CROWN TRUST COMPANY

A G R E E M E N T

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