



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

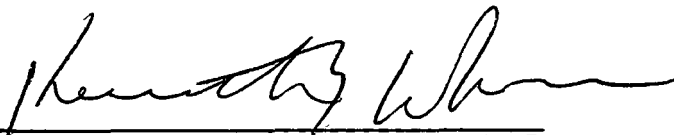
*Number* \_\_\_\_\_ 209-83 \_\_\_\_\_

To authorize the execution of an agreement between 507808 Ontario Ltd. and The Corporation of the City of Brampton and The Regional Municipality of Peel and Her Majesty the Queen in right of Ontario as represented by the Minister of Government Services.

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 1983 07 11 between 507808 Ontario Limited and The Corporation of the City of Brampton and the Regional Municipality of Peel and Her Majesty the Queen in right of Ontario as represented by the Minister of Government Services.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of July, 1983.

  
KENNETH G. WHILLANS MAYOR

  
ROBERT D. TUFTS ACTING CLERK

PASSED July 11th, 19 83

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# BY-LAW

No. 209-83

MEMORANDUM OF AGREEMENT made in duplicate this  
11<sup>th</sup> day of July, 1983.

B E T W E E N :

507808 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

HER MAJESTY THE QUEEN in right of Ontario  
as represented by the Minister of  
Government Services

hereinafter called the "Landlord"

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the  
Tenant of the lands more particularly described in  
Schedule A annexed hereto (herein called the "lands")  
by virtue of a lease dated the 1st day of September  
, 1983, with the Landlord;

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

✓

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

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

1.

Works

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

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2.  
Approved  
Site  
Plan

2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 325, as amended, shall apply.

**ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS**

3.  
Commis-  
sioner of  
Public  
Works

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

*W*

4.  
Ingress  
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.  
Access

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

6.  
Clean  
Site

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

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

7.  
Construc-  
tion

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

All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

8.  
Storm  
Drainage

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



9. The Owner shall, at its own expense:

Approved  
Plans

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

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

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



10.  
Addi-  
tional  
Works

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

11.  
Existing  
Trees

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

12.  
Occupancy

The Owner covenants that it will not permit the occupation of any building or parts thereof hereafter erected on the lands:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing,

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off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

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

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

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

13.  
Landscap-  
ing and  
Fencing

13.1 The Commissioner of Planning and Development may in his sole discretion not require the landscape plan required by this agreement to be approved prior to the issue of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted and approved by the Commissioner of Planning and Development prior to the issue of an occupancy permit for any building or parts thereof as shown on the site plan prior to the issue of an occupancy permit as required by the City's by-laws and the Owner further acknowledges that this occupancy permit will not be issued until the landscape plan is approved.

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

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

OTHER APPROVALS

14.

Regional  
Services

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

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

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

Hydro  
Services

FINANCIAL

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

Taxes

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

Security

17.1.1 all the works required by this agreement to be constructed on public lands.

Security Required: TO BE DETERMINED BY THE  
COMMISSIONER OF PUBLIC WORKS  
PRIOR TO THE ISSUANCE OF  
BUILDING PERMIT.

*h*



17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that there are no outstanding or potential lien claims in respect of that part of the completed works constructed on lands owned by the City.

17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

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

Default  
& Entry  
on the  
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then in that case the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption

by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

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

18. Insurance

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

- 18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);
- 18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;
- 18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";



18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

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

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

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

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

GENERAL

19. Convey-  
ances
- 19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.
- Solicitor's  
Certificate
- 19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is or will be the registered owner thereof.
20. Glare
- All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.
21. Snow  
Removal
- The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.
22. Indemni-  
fication
- The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.  
The  
Construction  
Lien Act

23.1 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.

23.1 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 highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 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.

23.4 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 17 of this agreement:

23.4.1 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 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 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 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

24. 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 presently in force.

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

26. 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 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.

27.

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

28.

Landlord

28.1 The Landlord hereby covenants with the City and the Region that in the event the lease between the Owner and the Landlord is terminated and the Landlord takes possession of the lands, then:

28.1.1 if the Landlord retains all or part of the lands and continues to use the lands for a go cart track either alone or in combination with another person, the Landlord will be subject to the terms of this agreement in the same manner as if that the Landlord had executed this agreement in the capacity of the Owner; and

28.1.2 in the event of a sale or of a conveyance of the Landlord's entire freehold interest in the lands or the Landlord entering into another lease with a person who intends to continue the go cart track use of the lands, the Landlord shall require, as a condition precedent to the closing of any such sale or conveyance o

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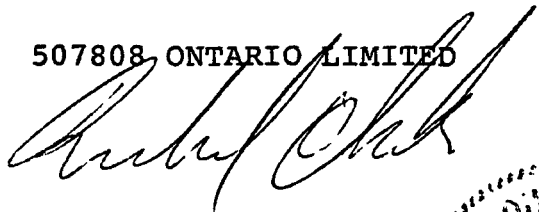
~~develop the lands, the Landlord shall~~  
 require, as a condition precedent to the *R.*  
~~closing of any such sale or conveyance or~~  
 entering into such lease, that the new owner  
 (tenant) will have covenanted with the City  
 and the Region to perform and undertake all  
 of the terms of this agreement in the same  
 manner as if the purchaser (tenant) had  
 executed this agreement in the capacity of  
 the Owner.

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

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

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

507808 ONTARIO LIMITED



GENERAL MANAGER



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THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	<u>209-83</u>
PASSED BY CITY	
COUNCIL ON THE	<u>11<sup>th</sup></u>
DAY OF	<u>JULY</u> 19 <u>83</u>

*Kenneth G. Whillans*  
KENNETH G. WHILLANS MAYOR

*Ralph A. Everett*  
RALPH A. EVERETT OCT 3 - 1983 CITY CLERK

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN REGIONAL CHAIRMAN

LARRY E. BUTTON REGIONAL CLERK

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*ada Jong*

HER MAJESTY THE QUEEN in right of  
Ontario as represented by:

*W. M. Gray*  
DIRECTOR  
REALTY SERVICES BRANCH

for MINISTER OF GOVERNMENT SERVICES

*M*

LEGAL DESCRIPTION OF THE LANDS



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SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	NOT REQUIRED				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
STORM WATER MANAGEMENT PLAN & GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO BUILDING PERMIT BEING ISSUED. <del>(to include works</del>				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED (to include works referred to in paragraph 6 of Schedule D				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED.				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF FRAMPTON

N I L

SPECIAL PROVISIONS

concept  
n

The Owner covenants and agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that building permits will not be issued until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 50-82 and if required by the City and/or the Region, the Owner has entered into a further agreement in a form satisfactory to the City and the Region amending this agreement.

2. Parkway  
Belt West

The Owner acknowledges and agrees that a building permit for the development of the lands in accordance with Schedule D-1 shall not be issued by the City until such time as the land use regulation made under the Parkway Belt Planning and Development Act is amended to permit the development shown on Schedule D-1.

3. City  
Leased  
Lands

The Owner acknowledges and agrees that the City shall not issue a building permit for the lands until such time as the City has entered into a lease in a form satisfactory to the City with the Landlord for the lands shown on Schedule D-1 as lands to be leased to the City (herein called the "City leased lands").

4. MTRCA

The Owner acknowledges and agrees that the City shall not issue a building permit for the development of the lands in accordance with Schedule D-1 until such time as the City is advised by the Metropolitan Toronto and Region Conservation Authority that the Owner has satisfied all the Authority's conditions for the development of the lands.

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5.  
Storm Water  
Management  
Study

5.1 Notwithstanding that an overall storm water management study (herein called the "overall study") has been undertaken for the lands included in Official Plan Amendment No. 6, the Owner shall, prior to the issue of any building permits for the lands and prior to the initiation of any grading of the lands, prepare and have approved by the City and the Metropolitan Toronto and Region Conservation Authority, a specific detailed storm water management study and engineering and drainage report for the lands and the City leased lands (herein called the "study lands") which will:

5.1.1 describe the storm water management techniques which may be required to minimize the amount of storm water drainage from the study lands and the proposed methods for controlling or minimizing erosion and siltation of these study lands and/or in downstream areas during and after development of the lands.

5.1.2 show the overall grading plan for the study lands.

5.1.3 include a rerun of the computer model of the post-development flows, together with the detailed design hydrographs pertaining to the proposed development.

5.2 In the event the rerun of the computer model shows that the post-development flows exceed the pre-development flows, the Owner acknowledges that a building permit for the lands will not be issued and no grading shall take place on the lands until sufficient detention storage, in the opinion of the Commission of Public Works, has been committed.

5.3 The Owner shall:

5.3.1 carry out or cause to be carried out to the satisfaction of the City and the Metropolitan Toronto and Region Conservation Authority the works recommended and approved in the study and report referred to in paragraph 5.1 and the Owner shall obtain a permit for the construction of these works

5.3.2 prior to the issue of a building permit, pay to the City the sum of  
Seven Hundred and Sixty-six  
Dollars (\$ 766.00 ) as a contribution to the cost of preparation of the overall study or provide evidence satisfactory to the City that the Owner has already contributed its share to the cost of the overall study.

5.4 The Owner shall not commence any development activity on the lands including initiation of any grading, except in accordance with the provisions of this agreement and until such time as the Commissioner of Public Works has notified the Owner that the overall study has been completed and approved by the City and the Metropolitan Toronto and Region Conservation Authority. In addition to the works recommended in the specific study, the Owner shall construct and provide or cause to be constructed and provided the works recommended in the overall study which, according to this study, are to be located on the lands or the City leased lands. The Commissioner of Public Works may, in his sole discretion, waive or dispense with compliance by the Owner of all or any part of the requirements of this paragraph.

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6. The Owner shall construct left and right turn lanes on  
Turning Steeles Avenue East at the entrance to the lands. Access to  
Lanes the site shall be located  $\pm$  410 metres west of Goreway Drive.

Fencing The Owner shall erect a chain link fence at least 1.2  
metres (4 feet) in height around the entire perimeter of the  
lands and shall provide earth berms on the south, east and  
north edges of the lands and between the hydro tower legs and  
the go cart track. All of this work shall be shown on the  
landscape plan required to be approved pursuant to this  
agreement.

8. The Owner agrees that the maximum height of all  
Lighting lighting standards shall be 3.65 metres <sup>WITHIN THE HYDRO CORRIDOR</sup> *M*  
Standards The location and specifications for these standards shall be shown on either  
the detailed site plan or the landscape plan required to be  
approved pursuant to this agreement.

9. Municipal sanitary sewers and watermains are not  
Septic currently available to the subject lands. It will be the  
System & responsibility of the Owner to construct a septic and  
Private Well private well.

10. Notwithstanding that 50780g Ontario Limited is referred  
Parties to to as the "Owner" throughout this agreement, the parties hereto  
the Agreement acknowledge that 507808 Ontario Limited is in fact a tenant of  
the lands which are owned by Her Majesty the Queen in right  
of Ontario as represented by the Minister of Government Services.

*M*



CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

\_\_\_\_\_  
(Insured Party)

has comprehensive general liability insurance coverage with

\_\_\_\_\_  
(Insurance Company)

under Policy No. \_\_\_\_\_, for the work at

\_\_\_\_\_  
(Location)

and that the policy (or policies):

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

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

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

DATED: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

NAME OF AGENCY OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_