



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 219-79

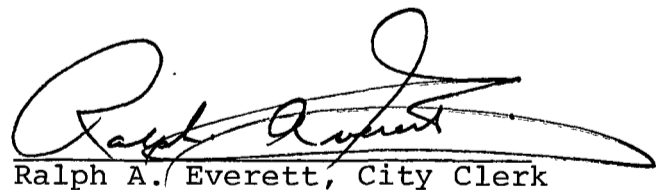
A By-law to authorize the execution of an Agreement between Fairlane Construction (Brampton) Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel

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

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between Fairlane Construction (Brampton) Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of August, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this 7th day of AUGUST, 1979.

B E T W E E N :

FAIRLANE CONSTRUCTION (BRAMPTON) 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

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called 'the lands') and further warrants that there are no Mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for a rezoning of the land and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

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

1.
Services

1.1 Provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board, the Owner covenants and agrees to provide the services, works, landscaping, facilities and matters referred to in this agreement and shown on all the plans required to be filed and approved pursuant to this agreement, and to maintain such services, works, landscaping, facilities and matters to the satisfaction of the City and in default thereof, the provisions of Section 469 of The Municipal Act, R.S.O. 1970, Chapter 284 shall apply.

1.2 The Owner covenants and agrees that the land described in Schedule A attached hereto and further shown as Parcels 1 to 4, both inclusive, on Schedule B (hereinafter called 'the plan') attached hereto, shall only be developed as follows:

1.2.1 Parcels 1 to 3, both inclusive
- one single family detached dwelling unit on each of these parcels.

1.2.2 The existing four-plex residential building presently constructed on Parcel 4.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2.
Commis-
sioner
of Public
Works

For the purpose of this agreement, the 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 for the City of Brampton.

3.
Driveways

The Owner shall provide individual driveways for each of Parcels 1 and 2 providing access from Elizabeth Street South and each of Parcels 3 and 4 providing access from Mill Street South. The Owner agrees that it will not apply for or be entitled to receive any building permits for Parcels 1 to 3, both inclusive, until the location of these driveways and the location of measures to minimize the adverse impact of these driveways upon existing and future residents which measures may include fencing, dense screen planting and other landscaping or combination thereof shall be approved by the Director of Planning and Development Services. The location of these driveways and the fencing, dense screen planting and other landscaping or combination thereof as required shall be shown on the landscape plan required to be approved pursuant to this agreement.

4.
Parking
- Parcel 4

The Owner shall provide additional parking spaces for the existing four-plex dwelling on Parcel 4 to a minimum of two (2) spaces for each individual dwelling unit within the four-plex dwelling. The Owner agrees that it will not apply for or be entitled to receive any building permits for Parcels 1 to 3, both inclusive, until such time as the Director of Planning and Development Services has approved the location of these additional parking spaces.

5.
Clean
Site

During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such

pavement and sidewalks and in default the Commissioner of Public Works 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 of Public Works.

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

Construc-
tion

7. 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 trunk sewer system of the City in a manner satisfactory to the said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner and the City Commissioner of Buildings & By-law Enforcement shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the said Commissioner.

Storm
Drainage

8. Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the Commissioner of Public Works, the Commissioner of Parks and Recreation, the Commissioner of Buildings and By-law Enforcement and the Director of Planning and Development Services prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard

Grading,
Building
and Land-
scaping
Plans

on all highways abutting the lands shown on the plan which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on the plan. The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Commissioner of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the Commissioner of Public Works shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained (as shown on the landscape plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve (12) months following the issuing of a building permit for the building shown on Schedule B. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9. Fencing The Owner shall construct or erect fencing as and where required by the Commissioner of Parks and Recreation and the location and type of fencing shall be indicated on the landscaping plans to be approved by the said Commissioner and all fencing shall be completed

within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy.

OTHER APPROVALS

10.
Regional
Services

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

11.
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 service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

12.

Archi-
tectural
Control
Committee

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:

12.1 one member to be appointed by the Owner;

12.2 one member to be appointed by the City Council;

12.3 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.

FINANCIAL

13. The Owner shall pay to the City prior to the issuance of a building permit in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

Admini-
stration
Fees

14. 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 execution of this agreement by The Corporation of the City of Brampton.

Taxes

15. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to One Hundred Per Cent (100%) of the cost of all works on public land and all landscaping and fencing required to be performed by this agreement as estimated by the Commissioner of Public Works to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

Securi-
ties

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

City
Levies

The City levies required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the levies of the City take effect with respect to the development covered by this agreement earlier than two full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

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

17.
Regional
Levies

The Owner covenants and agrees to pay to the Region, the levies set forth in Schedule D attached hereto, in the manner and at the times set forth in Schedule D and the Owner further agrees that the policies set forth in Schedule D shall be binding upon the Owner.

18.
Changes
in Lot
Levies

The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region of Peel and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two full years after the date upon which the relevant Area Municipal Council passed a by-law authorizing the execution of that agreement (76-334-28).

19.
Cash-
in-Lieu
of
Parkland

The Owner shall pay, prior to the issuance of any building permits, the sum of Two Thousand, Seven Hundred Dollars (\$2,700.00) being a payment of money in lieu of the conveyance of land for park purposes.

OTHER

20.
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.

21.
Entry
on the
Lands

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.

22.
Lands
Affected

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

23.
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.

24.
Successors
& Assigns

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

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

FAIRLANE
~~FAIRLANE~~ CONSTRUCTION (BRAMPTON) LIMITED



Pres.
TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
 NUMBER 219-79
 PASSED BY CITY
 COUNCIL ON THE 7th
 DAY OF AUGUST 19 79

James E. Archdekin
 JAMES E. ARCHDEKIN MAYOR
Ralph A. Everett
 RALPH A. EVERETT CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
 NUMBER.....6-80.....
 PASSED BY THE REGIONAL
 COUNCIL ON THE.....17.....
 DAY OF JANUARY... 19 80...

Frank Bean
~~FRANK BEAN~~ CHAIRMAN
R. B. [unclear]
~~[unclear]~~ CLERK



FAIRLANE CONSTRUCTION (BRAMPTON) LTD.

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, formerly in the Town of Brampton and the County of Peel, being composed of Part of BLOCK "F" as shown on Plan Number 354 (Brampton) registered in the Registry Office for the Registry Division of Peel (No. 43), the boundaries of which said parcel may more particularly be described as follows, and

PREMISING that Mill Street South as shown on the said Plan Number 354, has a governing bearing of North 44 degrees 16 minutes 30 seconds West and relating all bearings quoted herein thereto;

COMMENCING at a standard iron bar found planted marking the most Easterly angle of the said Block "F";

THENCE North 44 degrees 29 minutes 40 seconds West along the Northeasterly limit of the said Block "F" 66.50 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 43 degrees 59 minutes 50 seconds West continuing along the last said limit 62.29 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 44 degrees 20 minutes 00 seconds West along the last said limit 49.93 feet, more or less, to an angle therein;

THENCE North 44 degrees 38 minutes 10 seconds West continuing along the last said limit 49.96 feet, more or less, to an angle therein;

THENCE North 44 degrees 15 minutes 20 seconds West continuing along the last said limit 50.00 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 45 degrees 06 minutes 20 seconds West 49.90 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 44 degrees 47 minutes 20 seconds West continuing along the last said limit 50.02 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 44 degrees 19 minutes 30 seconds West continuing along the last said limit 49.82 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 44 degrees 58 minutes 00 seconds West continuing along the last said limit 50.09 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 43 degrees 58 minutes 10 seconds West 49.94 feet, more or less, to an angle therein;

THENCE North 44 degrees 41 minutes 30 seconds West 50.00 feet, more or less, to a standard iron bar found planted at an angle therein;

THENCE North 44 degrees 51 minutes 20 seconds West continuing along the last said limit 50.05 feet, more or less, to an iron bar found planted at an angle therein;

THENCE North 45 degrees 00 minutes 50 seconds West continuing along the last said limit 60.27 feet, more or less, to an iron bar found planted marking the most Northerly angle of the said Block "F";

(continued on page two)

THENCE South 45 degrees 44 minutes 20 seconds West along the Northwesterly limit of the said Block "F" 134.48 feet, more or less, to an iron bar found planted marking the most Westerly angle of the said Block "F";

THENCE South 44 degrees 16 minutes 30 seconds East along the Southwesterly limit of the said Block "F" and the production Southeasterly 639.19 feet, more or less, to an iron bar planted in a line drawn parallel to and distant 66.00 feet, measured Northwesterly at right angles from the Southeasterly limit of the said Block "F";

THENCE South 38 degrees 47 minutes 40 seconds West along the said parallel line 117.86 feet, more or less, to an iron bar planted in the limit between said Block "F" and Block "E";

THENCE South 44 degrees 16 minutes 30 seconds East along the last said limit 6.49 feet, more or less, to a standard iron bar planted marking the most Southerly angle of the said Block "F";

THENCE North 38 degrees 47 minutes 40 seconds East along the said Southeasterly limit of the said Block "F" 257.10 feet, more or less, to the point of commencement.

SUBJECT to at all times a right-of-way over a strip of land comprising the Southeasterly 75 feet of the hereinbefore described parcel registered in the Registry Office in favour of the Town of Brampton as Instrument Number 23923.

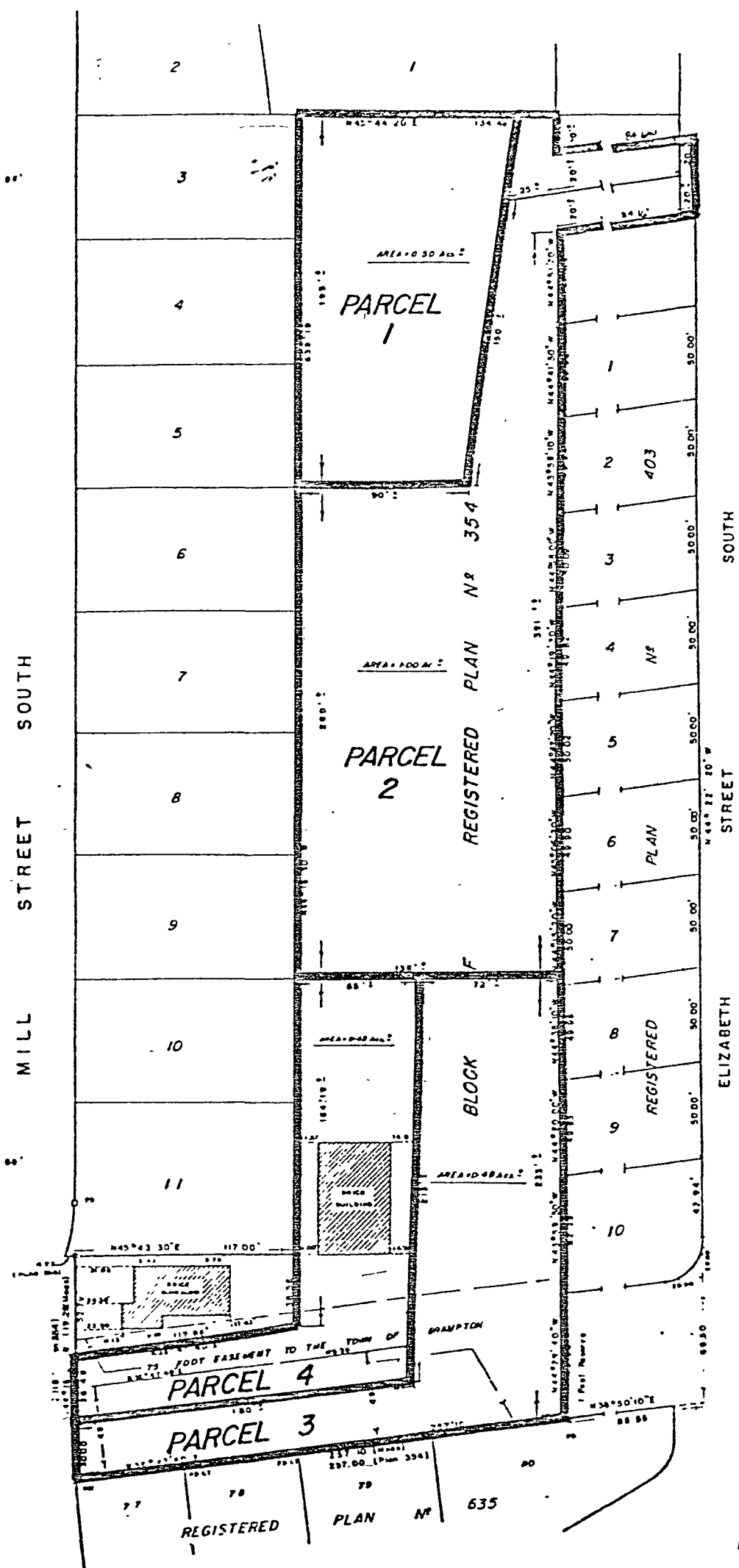
SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate lying and being in the City of Brampton in the Regional Municipality of Peel, formerly in the Town of Brampton and the County of Peel, being composed of Part of LOT TEN as shown on a plan of the East Half Lot Four, Concession One West of Hurontario Street by C.J. Wheelock, P.L.S., registered May 10, 1873, in the Registry Office for the Registry Division of Peel (No. 43), and referred to as Plan BR-27 and more particularly described as Parts Three and Six on Plan 43R-2195, registered in the said Registry Office.

BRAMPTON, ONTARIO.
June 17, 1974.

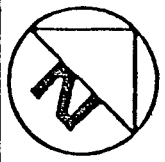
McLEAN, McMURCHY & BIASON,
ONTARIO LAND SURVEYORS.

NOTE: This description was prepared from office records only and does not purport to certify the boundaries of the herein described parcel at this time.



79-8217

Schedule B



1:923

CITY OF BRAMPTON
Planning and Development

Date: 1979 08 03 Drawn by: T.M.S.

File no. CIW44 Map no. 50-17F

SCHEDULE C

CITY LEVIES

1. 1.1 The Owner covenants and agrees to pay to the City, the following development levies:
 - 1.1.1 the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or townhouse building or any multiple residential building not exceeding three storeys in height;
 - 1.1.2 the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
 - 1.1.3 the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
 - 1.1.4 the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.
- 1.2 The development levies provided for herein shall be paid at the following times:
 - 1.2.1 at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
 - 1.2.2 at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

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

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

Tax
Stabili-
zation
Levy

- 2.1 with respect to block townhouses or apartment buildings the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein.
- 2.2 with respect to street townhouses the sum of Five Hundred and Twenty-five Dollars (\$525.00) for each residential unit contained therein.
- 2.3 with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein.

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

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite

Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

B.
Road &
Bridge
Levy

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

These levies shall be paid as follows:

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

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with

SCHEDULE C (cont'd)

the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

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).

Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to The Regional Municipality of Peel for such Regional levies for remittance to the Region within ten (10) days of receipt of same.

3. Peel lot levies are subject to reduction provisions:

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

OR

b) In the amount of 20 percent for sanitary sewers when the development is outside the designated sewer service area.

c) In the amount of 20 percent for water when the development is outside the designated water service area.

554272

DATED: 7 AUGUST 1979

No.

Land Registry Division of Peel (No. 43)

I CERTIFY that this instrument is registered as
of

FAIRLANE CONSTRUCTION
(BRAMPTON) LIMITED

1980 JUL 30 PM 3 44

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

Land Registry
Office at
Brampton,
Ontario.

D Cannon

ACTING LAND REGISTRAR

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

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

*City of Brampton
Law Dept
150 Central Park Dr
Brampton Ontario
L6T 2T9*

THIS AGREEMENT made in duplicate this 1st day of August,
1980,
BETWEEN

FAIRLANE CONSTRUCTION (BRAMPTON) LIMITED,

hereinafter called the "Owner",

OF THE FIRST PART,

AND

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "City",

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of the lands described in Schedule A attached hereto, and warrants that there are no mortgagees of the said lands;

AND WHEREAS the Owner and the City have entered into an agreement with the Regional Municipality of Peel, dated 7 August 1979, relating to the development of the said and other lands, hereinafter called the "Development Agreement";

AND WHEREAS the Development Agreement was predicated upon the development of all parcels of the said and other lands as one project;

AND WHEREAS the Owner wishes to develop the lands that are subject to the Development Agreement as separate parcels, rather than together;

AND WHEREAS the City is prepared to accept this change in the manner of development, if certain matters are agreed to by the Owner;

NOW THEREFORE this agreement witnesses that, in consideration of the City agreeing to accept this change in the manner of development, the Owner agrees with the City as follows:

1. The Owner hereby agrees not to sell, mortgage or convey any one or any two or all three of the three parcels of land described in Schedules B, C and D, unless and until,
 - (1) the administration fees required to be paid by clause 13 of the Development Agreement has been paid,
 - (2) the Development Levies and the Road and Bridge (Mid-arterial Road) Levies required by clause 16 and Schedule C of the Development Agreement have been paid in respect of each parcel of land to be sold, mortgaged or conveyed,
 - (3) the Regional Lot Levies required by clause 17 and Schedule D of the Development Agreement have been paid in respect of each parcel of land to be sold, mortgaged or conveyed, and
 - (4) the cash-in-lieu of parkland required by clause 19 of the Development Agreement has been paid.

2. The Owner hereby agrees not to apply for, and acknowledges that the City is not required to issue, a building permit for the parcel of land described in Schedule D, unless and until, and in addition to any of the other requirements of the Development Agreement,

- (1) (a) The works required to be done by clause 7 of the Development Agreement (storm drainage), and by clause 10 of the Development Agreement (water distribution system, water mains, sanitary sewers, sanitary sewage disposal, fire hydrants) for the servicing of the lands described in Schedule D have been completed, in accordance with the requirements of those clauses, or
- (b) cash, in an amount acceptable to the City, or a letter of credit, in an amount and form acceptable to the City, has been deposited with the City, as security for the servicing works required by clauses 7 and 10 of the Development Agreement, and
- (2) (a) that part of the fencing and planting, required by clauses 8 and 9 of the Development Agreement, which is described in Schedule E hereto attached for lands in Schedule D, to screen and buffer the neighbouring properties, has been completed to the satisfaction of the City, or
- (b) cash, in an amount acceptable to the City, or a letter of credit, in an amount and form acceptable to the City, has been deposited with the City as security for the fencing and planting required by paragraph 2(2)(a) of this agreement.

3. The Owner hereby agrees not to apply for, and acknowledges that the City is not required to issue, a building permit for any one of the parcels of land described in Schedules B and C, unless and until, and in addition to any of the other requirements of the Development Agreement,

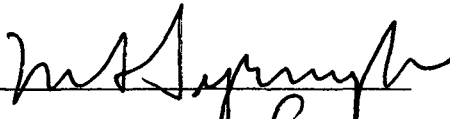
- (1) (a) the works required to be done by clause 7 of the Development Agreement (storm drainage), and by clause 10 of the Development Agreement (water distribution system, water mains, sanitary sewers, sanitary sewage disposal, fire hydrants) for the servicing of the lands described in Schedules B and C have been completed, in accordance with the requirements of those clauses, or
- (b) cash, in an amount acceptable to the City, or a letter of credit, in an amount and form acceptable to the City, has been deposited with the City, as security for the servicing works required by clauses 7 and 10 of the Development Agreement, and
- (2) (a) that part of the fencing and planting, required by clauses 8 and 9 of the Development Agreement, which is described in Schedule E hereto attached for the lands in Schedules B and C, to screen and buffer the neighbouring properties, has been completed to the satisfaction of the City, or

(b) cash, in an amount acceptable to the City, or a letter of credit, in an amount and form acceptable to the City, has been deposited with the City as security for the fencing and planting required by paragraph 3(2)(a) of this agreement.

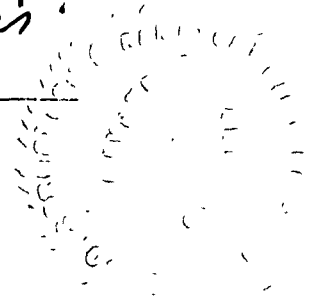
4. This agreement shall be registered against title to the lands described in Schedule A.
5. The covenants and agreements of the Owner shall run with the lands, and shall be binding upon it, its successors, heirs and assigns.

IN WITNESS WHEREOF the Owner has hereunto affixed its seal under the hands of its officers duly authorized in that behalf.

FAIRLANE CONSTRUCTION (BRAMPTON) LIMITED



Pres.



SCHEDULE A

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), part of the east half of Lot 4, Concession 1, West of Hurontario Street, and being the parts of Block F, according to a plan of subdivision registered in the Land Registry Office for the Registry Division of Peel (No. 43) as number 354, and of Lot 10, according to a plan of subdivision in the said office referred to as BR-27, designated as Parts 1, 2, 3, and 6 (on a reference plan in the said office as number 43R-8076.

SCHEDULE B

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), part of the east half of Lot 4, Concession 1, West of Hurontario Street, and being the parts of Block F on Registered Plan 354 and of Lot 10 on plan BR-27 designated as Part 1 on the said reference plan 43R-8076.

SCHEDULE C

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), part of the east half of Lot 4, Concession 1, West of Hurontario Street, and being the parts of Block F, according to a plan of subdivision registered in the Land Registry Office for the Registry Division of Peel (No. 43) as number 354, and of Lot 10, according to a plan of subdivision in the said office referred to as BR-27, designated as Part 2 on a reference plan in the said office as number 43R-8076.

SCHEDULE D

The land situated in the City of Brampton, in the Regional Municipality of Peel, being the part of Block F on Registered Plan 354 designated as Parts 3 and 6 on the said reference plan 43R-8076.

SCHEDULE E

Planting required (for lands described in Schedule B)

1. along the line marking the northwest limit of Part 1, Reference Plan 43R-8076, where it intersects the southeast limit of Lot 1, Registered Plan 354, but excluding the westerly 30 feet.

Planting required (for lands described in Schedule C)

2. along the line marking the southwest limit of Part 2, Reference Plan 43R-8076, where it intersects the northeast limits of Lots 6 and 7, Registered Plan 354.
3. along the line marking the northeast limit of Part 2, Reference Plan 43R-8076, where it intersects the southwest limit of Lots 3 and 4, Registered Plan 403.

Planting and fencing required (for lands described in Schedule D)

4. along the entire northeast limit of Part 6, Reference Plan 43R-8076.

No. 567559

DATED: 1 August 1980

Land Registry Division of Peel (No. 43)
I CERTIFY that this instrument is registered as
of _____

1980 DEC 23

in the BETWEEN:
AM 11 34

FAIRLANE CONSTRUCTION (BRAMPTON)
LIMITED

Land Registry
Office at
Brampton,
Ontario.

D Cannon

LAND REGISTRAR

and

THE CORPORATION OF THE CITY OF
BRAMPTON

A G R E E M E N T

Law Department
City of Brampton
150 Central Park Drive
Brampton, Ontario
L6T 2T9

PASSED ... August 7th 1979.



BY-LAW

No. 219-79

A By-law to authorize the execution of an Agreement between Fairlane Construction (Brampton) Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.