



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

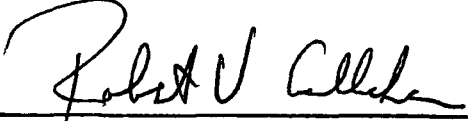
Number 229-92

To authorize the execution of an agreement between Bramalea Limited, The Regional Municipality of Peel 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 Bramalea Limited, The Regional Municipality of Peel 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 13th 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:

BRAMALEA 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 land described in Schedule A (hereinafter referred to as the "lands") and further warrants that there are no Mortgages 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 "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and Regional roads and storm drainage on Regional roads and any other Regional roads and any other Regional matter, the Commissioner of Public Works for The Regional Municipality of Peel, and with respect to all other matters contained in this agreement, shall mean the Commissioner of Public Works of the City of Brampton.

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

- 3.1 design;
- 3.2 prepare and furnish all required drawings;
- 3.3 prepare the necessary contracts;
- 3.4 obtain the necessary approvals in conjunction with the City or its agents;
- 3.5 provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Commissioner of Public Works and the Commissioner of Planning and Development. The Commissioner of Public Works may, where reasonably necessary, require the Owner to provide a resident engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;
- 3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or 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, with a certificate of
final grade elevation indicating that the
property has been developed in conformity with
the approved overall drainage plan;

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

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

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

9.
Pedestrian
Ways

The Owner shall construct sidewalks, connecting and park walkways, associated foot bridges and pedestrian grade separations 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 all required municipal services, including sewer and water, base curb or 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 and sewer service 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 clean 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.
Mainten-
ance of
Services

15.1 The Owner shall maintain the underground work for a period of two (2) years following preliminary approval of all underground works, or up to the time when the aboveground works have progressed to the completion of the base course 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:

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

18. Lot and Block Grading & Drainage 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.

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

19.

Undeveloped Blocks & Lots

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

20. Occupancy Permits

The Owner covenants and agrees that neither nor its successors or 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 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. Completion of Sidewalks, Sodding, etc.

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. Maintenance of Roads and Snow Plowing

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.

Expedi-
tious
Completion

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

24.
Top Soil
Completion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations and, when so removed, the top soil shall be stockpiled in a location approved by the City and replaced upon the lands within the plan after the completion of the building operations. In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15th and October 1st in any year and the City shall be required, within sixty (60) days, to remove the top soil or, after the expiry of the sixty (60) days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.
Lot Sodding
and Tree
Planting

The Owner shall apply a minimum of four (4) inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of (1) deciduous tree (minimum seventy (70) millimeter 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.

The Owner shall:

Fencing

- 27.1 construct and fence in accordance with City specifications, all public walkways on the plan prior to the sale of the abutting dwelling units;
- 27.2 erect all fencing required by the City's residential fencing policy in the location and to the specifications set out in this policy; and
- 27.3 erect all other fencing required by this agreement,

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

28. 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.

30. 30.1 The Owner and the City shall establish an
Archi- "Architectural Control Committee", hereinafter called the
tectural "Committee", consisting of three members. The Committee
Control members shall be appointed as follows:
Committee

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

OTHER APPROVALS

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

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

33. M. of N.R. and Conservation Authority 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.

34.
School
Sites

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

FINANCIAL

35.
Taxes

The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before execution of this agreement by the City. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Collectors' Roll according to the plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the City receives grants in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges outstanding against the lands within the plan shall be

commuted for payment and paid in full prior to the release for registration of the plan by the City.

36.

City Capital
Contribu-
tions

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.

37.

Regional
Levies

37.1 Notwithstanding the previous agreement referred to in paragraph 13 of Schedule D, 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.

37.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

38.

Insurance

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

- 38.1 be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);
- 38.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;
- 38.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 38.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 38.5 contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and

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

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

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

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

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

39.

Perfor-

mance

Guarantee

39.1 Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City, a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security

approved by the City Treasurer, in the amount of One Hundred Per Cent (100%) of the cost of all the works required by this agreement as estimated by the Commissioners of Public Works, Planning and Development, and Parks and Recreation.

39.2

Upon the failure by the Owner to complete a specified part of the work requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security as referred to in paragraph 39.1 above to pay the cost of any part of the works the Commissioners of Public Works, Planning and Development, and Parks and Recreation may deem necessary.

39.3

The City agrees to reduce, from time to time, the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in paragraph 39.1 hereof by an amount equal to Ninety Per Cent (90%) of the value of the works completed to the satisfaction of the Commissioners of Public Works, Planning and Development, and Parks and Recreation 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 and plant materials shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Commissioner of

Public Works. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Commissioner of Public Works and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty (30) days of the date of invoice from the City in addition to any other payments provided for in this agreement.

The remaining Ten Per Cent (10%) for the aboveground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

39.4

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

40.

Bench
Marks

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

41.

Final
Acceptance
of Works

41.1 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 the works by the City, the Owner shall furnish the City with:

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

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

41.1.3 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;

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

41.2
Indemni-
fication

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

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

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

42.
Admini-
stration
Fees

The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00); three and one-half per cent (3-1/2%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan, a deposit based on the estimated cost of the total works as approved by the Commissioner of Public Works and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

GENERAL

43.
Convey-
ances

At no cost to the City or the Region, the Owner shall grant unto the City and the Region, free of encumbrances, the lands, easements and 0.3 metre (1 foot) reserves as required in Schedule C for municipal purposes. The Owner shall also grant gratuitously such other easements as may be required for municipal and Regional services and for other necessary services, private utilities or for the construction of electrical

power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands be conveyed to the City and the Region shall be lodged with the City before the registration of the plan or any part thereof.

44. 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.

45. 45.1 Prior to release for registration by the City the Owner shall supply the City with fifteen (15) copies of the proposed final plan for verification as to compliance with this agreement.

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

46. 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.

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

48. The Owner shall provide, at its own expense,
Govern- in all principal sales offices of the Owner or any
mental building used for the sale of lots or dwelling units
Agencies, within the plan and in all model homes constructed within
etc. this plan, a conspicuous display area including a
- Informa- bulletin board to be used for the purpose of permitting
tion all government agencies, including local boards,
 commissions, and utilities, to display at no cost, any
 information considered relevant and of interest to
 potential purchasers of lots or dwelling units within the
 plan. This provision shall apply to all persons selling
 either lots or dwelling units within the plan and the
 Owner shall bring this clause to their attention by means
 of attaching a copy of it to all agreements of purchase
 and sale of all lots in the subdivision sold to such
 persons.

49. 49.1 The Owner shall comply with all of the
The provisions of the Mechanics' Lien Act, R.S.O. 1980,
Mechanics' chapter 261, as amended, from time to time (herein called
Lien Act 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.

49.2 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.

49.3 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.

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

49.4.1 to 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 49.2 of this agreement; and

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

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

50.
By-laws

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

51.
Agreement
Binding

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

52.
Discretion
Comm.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.

53.

Approvals

Where, under the terms of this agreement, any approvals are required to be given on behalf of the City or the Region by the City Council or the Regional Council or any official of the City or the Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

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

54.

Cost of
Regis-
tration

The Owner consents 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.

55.

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.

BRAMALEA LIMITED

Bramalea TITLE
Raymond Swamy TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

Robert V. Allen ACTING MAYOR
Ralph A. Everett CITY CLERK
RALPH A. EVERETT CITY CLERK

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN REGIONAL CHAIRMAN

LARRY E. BUTTON REGIONAL CLERK

~~CANADIAN IMPERIAL BANK OF COMMERCE~~

_____ TITLE

_____ TITLE

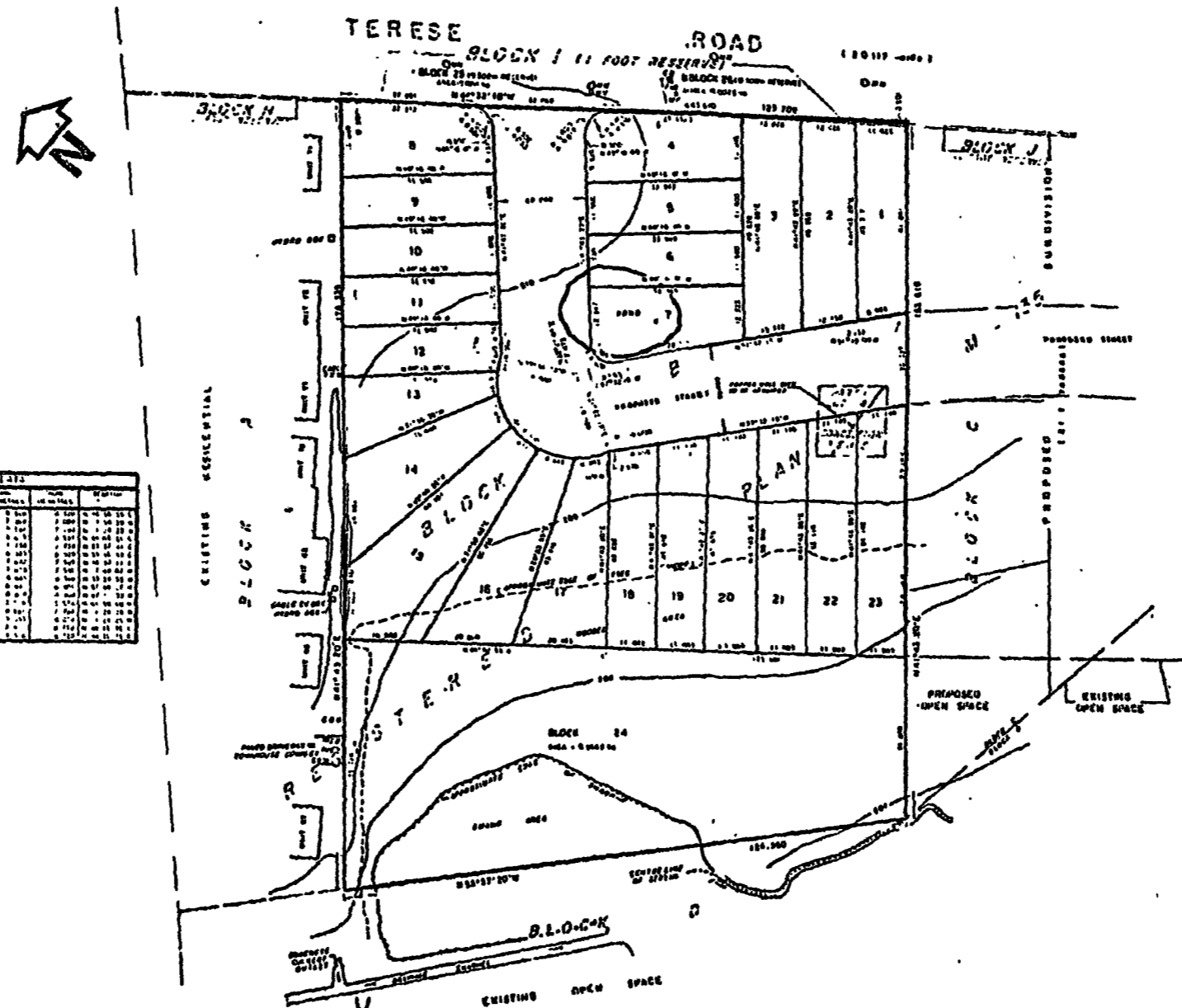
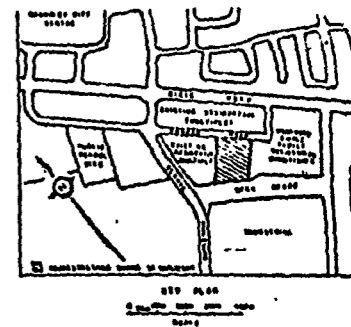
AUTHORIZATION BY-LAW	
NUMBER	<u>229-82</u>
PASSED BY CITY	
COUNCIL ON THE	<u>13th</u>
DAY OF	<u>OCTOBER</u> 19 <u>82</u>

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel, being the whole of Blocks B and I, according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number M-135.

P.L.S.
 Please Refer to
 Plans
 Attached
 to
 Section 1

DISTANCES SHOWN ON THIS
 PLAN ARE IN FEET AND CAN
 BE CONVERTED TO METERS BY
 DIVIDING BY 0.3048



Lot No.	Area (sq. ft.)	Area (sq. m.)	Frontage (ft.)	Frontage (m.)	Depth (ft.)	Depth (m.)
1	10,000	929	100	30.48	100	30.48
2	10,000	929	100	30.48	100	30.48
3	10,000	929	100	30.48	100	30.48
4	10,000	929	100	30.48	100	30.48
5	10,000	929	100	30.48	100	30.48
6	10,000	929	100	30.48	100	30.48
7	10,000	929	100	30.48	100	30.48
8	10,000	929	100	30.48	100	30.48
9	10,000	929	100	30.48	100	30.48
10	10,000	929	100	30.48	100	30.48
11	10,000	929	100	30.48	100	30.48
12	10,000	929	100	30.48	100	30.48
13	10,000	929	100	30.48	100	30.48
14	10,000	929	100	30.48	100	30.48
15	10,000	929	100	30.48	100	30.48
16	10,000	929	100	30.48	100	30.48
17	10,000	929	100	30.48	100	30.48
18	10,000	929	100	30.48	100	30.48
19	10,000	929	100	30.48	100	30.48
20	10,000	929	100	30.48	100	30.48
21	10,000	929	100	30.48	100	30.48
22	10,000	929	100	30.48	100	30.48
23	10,000	929	100	30.48	100	30.48
24	10,000	929	100	30.48	100	30.48
25	10,000	929	100	30.48	100	30.48

DRAFT
 PLAN OF SUBDIVISION OF
 PART OF LOT 4, CONCESSION 3
 EAST OF HURONTARIO STREET AND
 BLOCKS B AND I (1 FOOT RESERVE)
 REGISTERED PLAN M-135
 CITY OF BRAMPTON
 REGIONAL MUNICIPALITY OF PEEL
 SCALE
 1" = 100'

**INFORMATION REQUIRED UNDER SECTION 33(2) OF
 THE PLANNING ACT**
 1. AS SHOWN
 2. SINGLE FAMILY RESIDENTIAL
 3. NO ZONING
 4. MUNICIPAL ZONING BY-LAW 67
 5. ZONING
 6. AS SHOWN
 7. AS SHOWN
 8. AS SHOWN

OWNER'S CERTIFICATE
 WE HEREBY CERTIFY TO THE VALIDITY OF THIS PLAN FOR SPECIAL
 BRAMBLE LIMITED
 March 19, 1983
 April 19, 1982

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED
 AS SHOWN ON THIS PLAN AND THE ALLEGATIONS TO THE RESPECTIVE
 LOTS ARE ACCURATE AND CORRECTLY SHOWN.
 J. D. BARNES LIMITED, Surveyors

LANDS TO BE CONVEYED TO THE CITY

1. Block 24 as shown on the plan to be conveyed to the
Park City for Park Purposes.
Purposes

2. Blocks 25 and 26 as shown on the plan together with
3 Metre a 0.3 Metre (1 foot) Reserve at the open end of any road
Reserve allowances.

SPECIAL CLAUSES

1.
Works

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

2.
Drainage
Report

2.1 The Owner shall, prior to the release of the plan for registration and prior to any site grading, prepare and have approved by the City and the Ministry of Natural Resources, a detailed engineering and drainage report which will describe:

2.1.1 the means by which storm water will be conducted from the lands and any storm water management techniques that will be used.

2.1.2 the construction practices which will be used to limit the effects of siltation or erosion on the lands prior to, during and after the construction period.

2.2 carry out or cause to be carried out the works recommended and approved in the report referred to in paragraph 2.1

3.
Staging

The Owner shall, prior to the registration of the plan and if required by the City, enter into a staging programme or agreement in a form satisfactory to the City.

4. The Owner agrees to locate the driveways for
Driveways Lots 4 and 8 as far removed from Terese Road as possible.

Lots 4 & 8

5. The Owner shall, prior to the initiation of any
Site grading or construction on the lands, erect a snow fence
Grading or other suitable barrier along the easterly limits of
the wooded area through Lots 15 to 23, both inclusive.
This barrier shall remain in place until all grading and
construction on the lands are completed.

6. The Owner shall include a covenant satisfactory
Tree and to the City in the deeds for Lots 15 to 23, both
Grade inclusive, to protect the trees and existing grades on
Protection those parts of these Lots which are contained within
the wooded area presently on these Lots. The wording
of this covenant shall be approved by the City prior to
the release of the plan for registration.

7. The Owner shall locate all dwelling units to be
Site Plans constructed on Lots 15 to 23, both inclusive, to insure
Lots 15 to that there will be a minimum rear yard of six metres
23 (20 feet) from the rear of the dwelling unit to the
wooded area of the Lots. The Owner agrees that neither
it nor any builder within the subdivision will apply for
or be entitled to receive any building permits for Lots
15 to 23, both inclusive, until such time as a site plan
showing this rear yard area is approved and the house to
be constructed on the Lot shall be located in
accordance with the approved site plan.

8. The Owner agrees that soil tests satisfactory to
Soil Test the City will be a prerequisite to the issuance of
Lots 6 & 7 building permits for Lots 6 and 7.

9. Fencing In addition to the fencing requirements referred to in Clause 27, the Owner shall install a four (4) foot high black vinyl chain link fence along the entire northerly boundary of the lands.

10. Well Site The Owner shall, prior to the release of the plan for registration, enter into an agreement with the City and/or the Region in a form satisfactory to the City and/or the Region for the acquisition of the former well site shown on the plan and for the abandonment of this well, including the removal of any associated easements. The Owner shall permanently plug this well in accordance with the Ministry of the Environment guidelines.

11. Occupancy The Owner shall not occupy or permit the occupancy of any dwelling units on the plan until such time as a left turn lane on Dixie Road where it intersects with Teresa Road has been constructed to the satisfaction of the Region.

12. Odour & Noise The Owner shall include the following clause in all agreements of purchase and sale and post a copy of this clause on display in all sales or rental offices in the location provided in accordance with paragraph 48 of this agreement:

"Odour emissions and noise associated with the adjacent industrial operations and Brampton Transit Terminal could occasionally be of concern and interfere with some activities of the residents of this property."

13. Previous Agreement The subdivision agreement with respect to the development of Registered Plan M-135 dated the 3rd day of October, 1975 between Bramalea Consolidated Developments Limited, Kerbel Developments Limited,

Flowertown Shopping Centre Limited, Tiptop Construction Company Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Walter Bianchi, Arthur Bradley, Margaret Bradley and Fairlane Construction (Brampton) Limited shall remain in full force and effect except insofar as it is specifically amended by this agreement or where it is inconsistent with this agreement in which case this agreement shall prevail.

14. The Owner shall include a maintenance easement of Maintenance up to four (4) feet in the conveyance of all lots on which the Easements dwelling situate thereon has been erected with a side yard of less than four (4) feet. It is intended that the width of the side yard, together with the width of the maintenance easement, shall be at least four (4) feet.

15. Notwithstanding Clauses 26.2 and 28.2 of this Parkland agreement, the Owner agrees to perform all works required - Block 24 in accordance with the approved landscape plan on parkland Block 24.

SCHEDULE E

CITY LEVIES

The Owner covenants and agrees to pay to the City, the City levies referred to in the original subdivision agreement with respect to Registered Plan M-135, which agreement is described in paragraph 13 of Schedule D of this agreement, in the manner and at the times set forth in the said agreement.

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. Such levies shall be calculated and payable at the time of the building permit issue on each dwelling unit and the Area Municipality is authorized to collect these levies on behalf of the Region.

3. A reduction in Regional Lot Levies of ten (10) per cent for watermains is applicable to this development in accordance with a previous agreement of March 26, 1975 between Bramalea Limited and the Region.

DATED: _____

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

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