



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 246.-79

A By-law to authorize the execution of an Agreement between Heron Bay Investments Ltd, Alderdale Investments Ltd., Barry Neiberg Limited, Scarpia Investments Ltd., Ricadel Investments Ltd., Bar Haven Investments Ltd., Heriot Bay Investments Ltd., carrying on business as Spruce Valley Homes, The Corporation of the City of Brampton, and the Regional-Municipality of Peel. (Block F, M-176)

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Heron Bay Investments Ltd., Alderdale Investments Ltd, Barry Neiberg Limited, Scarpia Investments Ltd., Ricadel Investments Ltd., Bar Haven Investments Ltd., Heriot Bay Investments Ltd., carrying on business as Spruce Valley Homes, 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 24th day of September, 1979.

Everett Coates, Jr.,  
Acting Mayor

Ralph A. Everett, City Clerk

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (No.43) :

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel F-1

in the Register for Section h-176

HERON BAY INVESTMENTS LTD., ALDERDALE INVESTMENTS LTD.,  
of which/BARRY NAIBERG LIMITED, SCARPIA INVESTMENTS LTD., RICADEL  
INVESTMENTS LTD., BAR HAVEN INVESTMENTS LTD. & HERIOT BAY INVESTMENTS  
LTD., is the registered owner, hereby apply to have

Notice of an Agreement dated the 14 day of August 1979  
made between HERON BAY INVESTMENTS LTD., ALDERDALE INVESTMENTS  
LTD., BARRY NAIBERG LIMITED, SCARPIA INVESTMENTS LTD., RICADEL  
INVESTMENTS LTD., BAR HAVEN INVESTMENTS LTD., HERIOT BAY  
INVESTMENTS LTD., carrying on business as SPRUCE VALLEY HOMES,  
THE CORPORATION OF THE CITY OF BRAMPTON, and THE REGIONAL  
MUNICIPALITY OF PEEL

entered on the parcel register.

The evidence in support of this Application consists of:


1. An executed copy of the said Agreement

This application is not being made for any fraudulent  
or improper purpose.

DATED AT BRAMPTON, this 4<sup>th</sup> day of December 19 79

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

  
Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate  
this 14 day of AUGUST 1979

B E T W E E N :

HERON BAY INVESTMENTS LTD., ALDERDALE INVESTMENTS LTD.,  
BARRY NALBERG LIMITED, SCARPIA INVESTMENTS LTD.,  
RICADEL INVESTMENTS LTD., BAR HAVEN INVESTMENTS LTD.,  
HERIOT BAY INVESTMENTS LTD., carrying on business as  
SPRUCE VALLEY HOMES

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner  
of the lands described in Schedule "A" (hereinafter referred  
to as "the lands") and further warrants that the Mortgagees  
are the only mortgagees of the said 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.

Municipal  
Engineer

For the purposes of this agreement, "Municipal Engineer" 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 City Engineer of the City of Brampton.

2.

Works

For the purposes of this agreement, "the works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include 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 Municipal Engineer 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.

Consulting  
Engineer

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

- (a) design;
- (b) prepare and furnish all required drawings;
- (c) prepare the necessary contracts;
- (d) obtain the necessary approvals in conjunction with the City or its agents;
- (e) provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Municipal Engineer. The Municipal Engineer 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;
- (f) obtain all records of construction of the works and, upon completion of the works, deposit "as constructed" linens with the City Engineer and Mylar duplicates with the Commissioner of Public Works for the Region of Peel;
- (g) 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 Engineer;
- (h) prepare and provide the City, for each lot or block within the plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

- (i) 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;
- (j) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

Owner's  
Expense

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

(a) The Owner shall construct and complete 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 the lands within the plan and adjacent road allowances according to designs approved by the City Engineer and in accordance with the specifications of the City in effect on the day of approval by the City Engineer. 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 Engineer and shall be constructed according to designs approved by the City Engineer 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 City Engineer, 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.

Sani-  
tary  
Sewers

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

Water  
Systems

(c) The Owner shall construct and complete a potable water system including service connections to the street line for each lot or block as shown on the plan, including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment to service all lands within the plan according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the complete water distribution system in accordance with the regulations and by-laws of the Region until they are finally accepted by the

Region. The water system shall include any trunks within or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

6.                   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.

Top  
Soil

7.                   (a)               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 Municipal Engineer. All roads shall conform to grades as approved by the Municipal Engineer. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

Roads

(b)               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 Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Private  
Roads

(c)               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.

Regional  
Roads



8.  
Curbs

The Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or 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.  
Pedes-  
trian  
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 and  
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 Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region for all traffic devices as shown on the approved engineering plans installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or 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 Region's specifications a street lighting system along all roads shown on the plan to the satisfaction of the Municipal Engineer and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two months after the first occupancy on each street.

12.  
Building  
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which

the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter and all granular material required up to and including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Building & Zoning Co-ordinator and the City Engineer.

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 Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer 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 hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four hour period, the City Engineer may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty days of the date of the invoice from the City.

14. Commencement of Construction

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 Municipal Engineer 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. Maintenance of services

(a) The Owner shall maintain the underground works for a period of two 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 of asphalt whichever occurs later.

(b) 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 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 Municipal Engineer shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from its obligations under this agreement.

16.

Owner  
in  
default

If, in the opinion of the Municipal Engineer, 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 Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten clear days after such notice, then, in that case, the Municipal Engineer 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 Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the City or 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 shall submit to the City Engineer, the Commissioner of Parks and Recreation and the Commissioner of Planning and Development, a plan or plans showing:

- (a) the existing and final elevations of the lands as determined by reference to a geodetic benchmark or an established City of Brampton benchmark,
- (b) final grades of all roads as approved by the City Engineer,
- (c) the lands designated for drainage works; and shall obtain approval of such elevations from the City Engineer, and
- (d) the landscape grading plans of parklands, boulevards, and buffer areas.

18. Lot and block grading and 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 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 absolute discretion of the City Engineer 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 Engineer, 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 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 Engineer.

19. 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 Engineer. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Engineer 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 inches; cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Engineer.

20. The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name signs) have been installed and approved by the Municipal Engineer and the necessary Occupancy Permit as required by the City Building By-law has been issued by the Building and Zoning Co-ordinator. The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance of the roads by the City, it shall at all times maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

21. Sidewalks, walkways, boulevard sodding, 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, and tree planting shall be completed by June 30th following such occupancy. The City Engineer may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks or walkways are required to provide safe passage to and from schools and other facilities.

Undeveloped blocks and lots

Occupancy permits

Completion of sidewalks, sodding, etc.

22.

Main-  
tenance  
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.

adi-  
ous  
com-  
pletion

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

24.

Top soil  
comple-  
tion

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

25.

Lot sod-  
ing and  
tree  
planting

The Owner shall apply a minimum of four 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 one deciduous tree (minimum two and one-half inch 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 foot intervals in front of all other blocks 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 one-year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one-year period.

26.

Parkland  
Specifi-  
cations

In respect of all lands designated for parkland, buffer strips and watercourse areas, the Owner agrees to perform all work in accordance with the specifications of the City and to the satisfaction of the Commissioner of Parks and Recreation, the Commissioner of Planning and Development and the City Engineer.

It is understood and agreed that the Owner shall be responsible for any improvements to watercourses deemed necessary by the City or Conservation Authority to ensure protection against erosion along embankments.



All work required on watercourses within the plan shall be shown on the landscape plans and must be to the satisfaction of the Commissioner of Parks and Recreation, the Commissioner of Planning and Development, the City Engineer, and the Conservation Authority where applicable.

The Owner shall:

7. Fencing
- (a) construct and fence in accordance with City specifications all public walkways on the plan prior to the sale of the abutting residential lots;
  - (b) erect all fencing required by the City's residential fencing policy in the location and to the specifications set out in this policy; and
  - (c) erect all other fencing required by this agreement,
- and all fencing required by this clause shall be shown on the landscape plan or plans required to be approved by this agreement.

28. Park Development

The Owner shall drain, grade, top dress and sod all lands which are to be conveyed to the City for park purposes except where lands within the plan have been designated by the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development to be left in their natural state or finished to another standard. Such grading and drainage plans to be approved by the City Engineer, the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development, and to be completed in accordance with the City specifications.

29. Tree Protection

All existing trees to be retained must be fenced and protected prior to any construction and no existing trees shall be removed without prior approval in writing of the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development.

30.

Archi-  
tectural  
Control  
Commit-  
tee

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:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) 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.

31.

O.H.A.P.

Grants  
or  
equivalents

The Owner agreed to comply with all of the provisions contained in Clause 31 of an agreement entered into between Fobasco Limited, Lexa Investments Limited, Shefsky Developments Limited, Cogan Developments Limited and the City of Brampton in the Regional Municipality of Peel and certain mortgagees, dated the 24th day of November, 1975 (which agreement shall be referred to as the Fobasco and Lexa Agreement).

OTHER APPROVALS

32. 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.

33. 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.

34. Ministry  
of  
Natural  
Resources  
and Con-  
servation  
Author-  
ity  
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 Ministry that this requirement has been complied with.

35. 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

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

35.  
School Sites

36.  
Taxes

37.

City  
levies

The Owner covenants and agrees to pay to the City the levies required under Clause 31 of the Fobasco and Lexa Agreement.

38.

Regional  
levies

The Owner agrees to pay to the Region the Regional levies required by Paragraph 37 of the Fobasco and Lexa Agreement.

39.

Changes  
in levies

The levies required under this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region 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 City or Regional Council altering the aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

40. The Owner shall insure against all loss or damage

Insurance or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall:

(a) 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);

(b) provide insurance coverage in respect of any one accident or occurrence in the amount of at least \$1,000,000.00, exclusive of interest and costs;

(c) be effective for the period of this agreement, including the period of guaranteed maintenance;

(d) contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

(e) 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

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

The Owner shall deposit with the City prior to registering the plan a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

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 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.

41.

Bonding

(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 of the cost of all the works required by this agreement as estimated by the Municipal Engineer;

(2) In lieu of the securities mentioned under subparagraph (1) above, the Owner may deliver to the City a performance bond issued by a surety or guarantee company licensed by the Province of Ontario in an amount of one hundred per cent (100%) of all works specified in this agreement as estimated by the Municipal Engineer and a cash deposit in the amount of five per cent (5%) of the said estimated cost, but not exceeding Ten Thousand Dollars (\$10,000.00)..

(3) Upon the failure by the Owner to complete a specified part of the work requested by the Municipal Engineer 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 subparagraphs (1) and (2) above to pay the cost of any part of the works the Municipal Engineer may deem necessary.

(4) Upon the failure by the Owner to complete the works in the time or times as stipulated in this agreement, the City by resolution of council may direct the surety or guarantee company which issued the said bond to complete the works.

(5) 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 subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Municipal Engineer upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Municipal Engineer. 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 Municipal Engineer 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 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 above ground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

(6) (a) Where a performance bond plus five per cent (5%) cash deposit has been received as per subparagraph (2) hereof the City will release the original performance bond on preliminary approval of all the underground works and receipt of the following documents:

- (i) statutory declaration that all accounts relative to the installation of the underground works have been paid;
- (ii) a maintenance bond for the underground works;
- (iii) a performance bond for the aboveground works.

(b) The City will release the performance bond for the aboveground work upon preliminary approval of all aboveground works and receipt of the following documents:



- (i) a statutory declaration that all accounts relative to the installation of the aboveground works have been paid;
- (ii) a maintenance bond for the aboveground works.

(c) The City will release the maintenance bond for the underground works upon final approval of the underground works at the expiration of the maintenance period. The maintenance bond for the aboveground work and five per cent (5%) cash deposit will be released upon final acceptance of the subdivision by Council at the expiration of the maintenance period of the aboveground works.

(7) Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any guarantee bond or other security where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the Municipal Engineer 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 Municipal Engineer.

42.7 | 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 25 acres or less plus one bench mark for every additional 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.

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

Bench  
Marks

Final  
Accept-  
ance of  
works

- (i) 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 the works and that there are no outstanding claims relating to the works;
- (ii) 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 month prior to the application by the Owner for final acceptance of the works;
- (iii) further that he has placed all bench marks as required under Clause 43 and that he has provided the City Engineer with the description of location and elevation of these bench marks.
- (iv) one complete set of inked "as constructed" originals or reproduction by photographic means of all works including lot grading plans.

44. 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 a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works

Admini-  
stration  
fees

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 Municipal Engineer 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

45. Conveyances

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

46. Certificate

The Owner shall provide the City with a solicitor's certificate that the lands to be conveyed to the City pursuant to this agreement are free from encumbrance and that the Grantor is the registered owner thereof. The said certificate shall be delivered to the City at the time of conveyance.

Copies of plans

(a) Prior to release for registration by the City, the Owner shall supply the City with eight (8) copies of the proposed final plan for verification as to compliance with this agreement.

(b) Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of eight (8) copies of the registered plan.

48. Land use and signs

The City shall by by-law regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement. The Owner shall post

signs on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings, the wording, size and location of such signs to be approved by the Commissioner of Buildings and By-law Enforcement.

Exemption  
from Part  
Lot  
Control

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

50.  
Govern-  
mental  
Agencies,  
etc.  
- Infor-  
mation

The Owner shall provide at its own expense, in all sales offices used for the sale of lots or dwelling units within the plan and in all model homes constructed within the plan, a conspicuous display area including a bulletin board to be used for the purpose of permitting all governmental agencies, including local boards, commission, 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.

51.  
The  
Mechanics'  
Lien Act

The Owner shall comply with all of the provisions of The Mechanics' Lien Act, R.S.O. 1970, chapter 267, as amended, from time to time (herein called the "Act") and shall hold in his possession and in a separate account, the statutory holdback and any additional amounts required by reason of notice of Mechanics' Lien rights. These funds shall not be dispersed except in compliance with the Act. The Owner shall be liable to the City and the Region for any loss or damages suffered by the City and the Region by reason of any failure, neglect or refusal by the Owner to comply with the Act. The Owner shall indemnify and hold harmless the City and the Region from all actions, causes of actions, 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.

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 Clause 41 of this agreement to reimburse the City and the Region for any amounts which the City and the Region may have been required to pay by reason of the Owner's failure to comply with this Clause. The City shall not reduce the cash deposit, letter of credit or other negotiable security in accordance with Clause 41 of this agreement until the City is satisfied that all of the provisions of the Act have been complied with.

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.

53. 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.

54. Discretion of the Municipal Engineer Wherever decisions are made within the meaning of this agreement by the Municipal Engineer, the discretion of the said Municipal Engineer shall be exercised according to reasonable engineering standards.

55. 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.

56. Titles of Officials Wherever, in this agreement, the titles City Engineer, Parks and Recreation Director, and Building and Zoning Co-ordinator are used, these titles shall mean Commissioner of Public Works of the City of Brampton, Commissioner of Parks and Recreation of the City of Brampton, and Commissioner of Buildings and By-law Enforcement of the City of Brampton respectively.

57. Mortgagees The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as Owners.

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

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

HERON BAY INVESTMENTS LTD.

AUTHORIZED SIGNING OFFICER

TITLE

TITLE

ALDERDALE INVESTMENTS LTD.

AUTHORIZED SIGNING OFFICER

TITLE

TITLE

BARRY NAIBERG LIMITED

AUTHORIZED SIGNING OFFICER

TITLE

TITLE

SCARPIA INVESTMENTS LTD.

AUTHORIZED SIGNING OFFICER

TITLE

HERIOT BAY INVESTMENTS LTD

AUTHORIZED SIGNING OFFICER

TITLE

RICADEL INVESTMENTS LTD

AUTHORIZED SIGNING OFFICER

TITLE

TITLE

BAR HAVEN INVESTMENTS LTD.

AUTHORIZED SIGNING OFFICER

TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

JAMES E. ARCHDEKIN

MAYOR

RALPH A. EVERETT

CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>246-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>24th.</u>
DAY OF	<u>SEPTEMBER</u> 19 <u>79.</u>

THE REGIONAL MUNICIPALITY OF PEEL

CHAIRMAN

CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>215-79</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE	<u>22</u>
DAY OF	<u>NOVEMBER</u> 19 <u>79.</u>

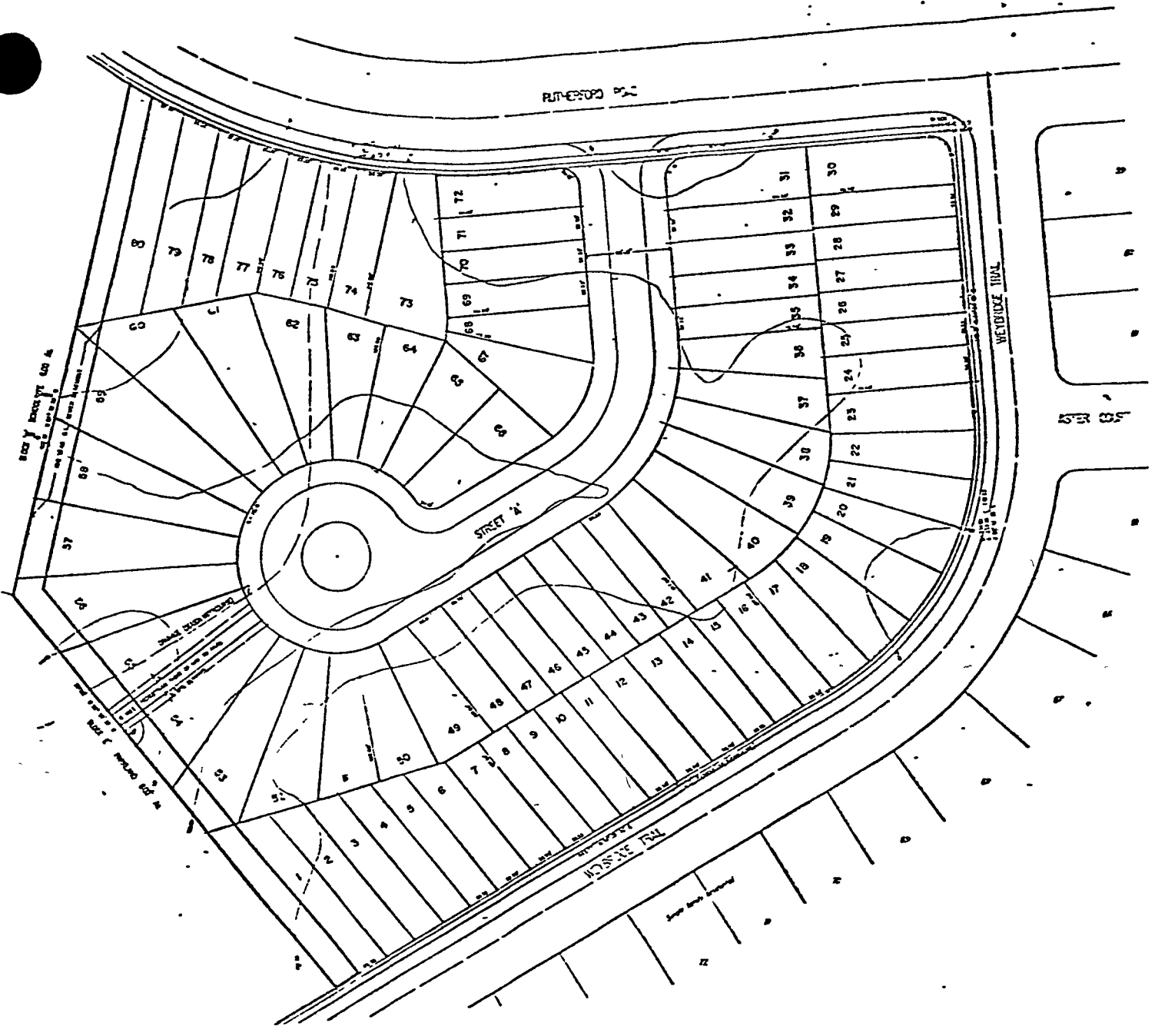


LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Brampton, in The Regional Municipality of Peel (formerly in the Town of Brampton in the County of Peel), and being composed of the whole of Block F, according to Registered Plan M-176.

SUBJECT TO A RIGHT AS SET OUT  
IN INSTRUMENT # 226042.

  
LÁSZLÓ PANDY-SZEKERÉS  
SOLICITOR FOR  
THE CITY OF BRAMPTON

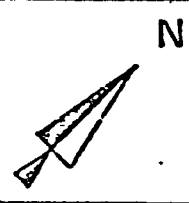
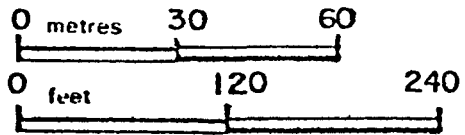


**DEVELOPMENT AGREEMENT**  
**Schedule 'B'**

Legend

BLOCK 'F', PLAN M-176

Scale



Drawn	b k.
Date	1978-04-26
File No.	C2E9.2
Dwg. No.	A 44-17 A

**CITY OF**  
**BRAMPTON**  
 PLANNING  
 DEPARTMENT

LANDS TO BE CONVEYED TO THE CITY

1. Ten (10) foot walkway between Lots 54 and 55 shown on the plan.

One hundred (100) years storm flow corridor as shown on the plan as red-lined.

3. Easements to be conveyed to the City of Brampton and the Region of Peel:

3.1 seven and one-half (7½) foot wide easements across Lots 54 and 55 abutting the walkway for storm and sanitary sewer purposes.

SPECIAL CLAUSES

1. The Owner shall construct in a location and in accordance with plans and specifications approved by the City, a concrete bus pad.
  
2. The Owner shall insert in all deeds or transfers of dwelling units, a clause to the effect that there is a licensed gravel pit operating in the vicinity and the residents may therefore be subject to annoyance factors in excess of normal conditions generally expected in a subdivision. A copy of this clause shall be posted on all bulletin boards required to be provided in accordance with paragraph 50 of this agreement.

SCHEDULE E

CITY LEVIES

1.

The Owner agrees to comply with all of the provisions contained in Clause 31 in an agreement entered into between Fobasco Limited, Lexa Investments Limited, Shefsky Developments Limited, Cogan Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and certain Mortgagees dated the 24th day of November, 1975 (which agreement shall be referred to as the "Fobasco and Lexa agreement") and the Owner further covenants and agrees to pay to the City, the levies required under Clauses 36 and 55 of the Fobasco and Lexa agreement.

SCHEDULE F

REGIONAL LEVIES

1. The Owner agrees to pay to the Region, the Regional levies required by Clause 37 of the Fobasco and Lexa agreement in the manner and at the times set forth in the Fobasco and Lexa agreement.

DUPLICATE

DATED: 14 August 1979

No 256680

Received in the Office of  
Land Titles at Brampton at

4:24 PM on

the 13 day of Feb 1980

and entered in

Parcel F-1

Section M-10

*Nera Foster*

Land Registrar

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

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

PASSED September 24th, 19 79

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# BY-LAW

No. 246 -79

A By-law to authorize the execution of an Agreement between Heron Bay Investments Ltd, Alderdale Investments Ltd., Barry Neiberg Limited, Scarpia Investments Ltd., Ricadel Investments Ltd., Bar Haven Investments Ltd., Heriot Bay Investments Ltd., carrying on business as Spruce Valley Homes, The Corporation of the City of Brampton, and the Regional Municipality of Peel.  
(Block F, M-176)