

THE CORPORATION OF THE CITY OF BRAMPTON


BY-LAW NUMBER 250-75

To authorize the execution of an Agreement between Flowertown Shopping Centre Limited and Tiptop Construction Company Limited carrying on business in partnership under the firm name and style of Darcel Construction Company, The Corporation of the City of Brampton, and The Regional Municipality of Peel.

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Flowertown Shopping Centre Limited and Tiptop Construction Company Limited carrying on business in partnership under the firm name and style of Darcel Construction Company, The Corporation of the City of Brampton, and The Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of November, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

By-law 250-75 Received for registration  
on 12 Oct 78  
at 4:27 p.m.

THE LAND TITLES ACT

ob N<sup>o</sup> 192161.

LP  
By-law 250-75

APPLICATION TO REGISTER NOTICE OF AGREEMENT (UNDER SECTION 78)

TO THE MASTER OF TITLES AT BRAMPTON:

THE CORPORATION OF THE CITY OF BRAMPTON, being the registered owner of the lands entered in the register for the City of Brampton, as

PARCELS Plan-2, and One-foot-res.-1,

in the register for SECTION M-180, and

being interested in the lands entered in the register for the City of Brampton as

PARCEL One-foot-res.-2,

in the register for SECTION M-180,

of which the REGIONAL MUNICIPALITY OF PEEL is the registered owner, and

PARCEL Plan-1,

in the register for SECTION M-180,

of which FLOWERTOWN SHOPPING CENTRE LIMITED and TIP TOP CONSTRUCTION LIMITED carrying on business in partnership under the firm name and style of DARCEL CONSTRUCTION COMPANY,

is the registered owner, hereby applies to have entered on the register for the said Parcels Notice of an agreement

dated 24 November 1975 made between FLOWERTOWN SHOPPING CENTRE LIMITED and TIP TOP CONSTRUCTION LIMITED carrying on

business in partnership under the firm name and style of

DARCEL CONSTRUCTION COMPANY, the REGIONAL MUNICIPALITY OF

PEEL, THE CORPORATION OF THE CITY OF BRAMPTON, WILLIAM BOVAIRD and VINCENT ALOI.

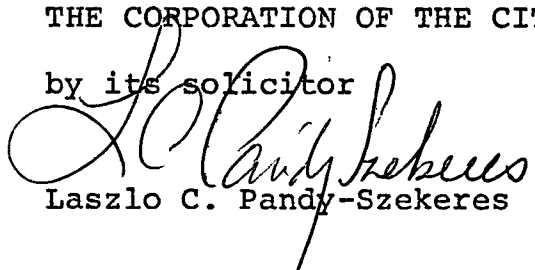
The evidence in support of this application consists of:

1. An executed copy of the original agreement.

DATED at BRAMPTON, this 12<sup>th</sup> day of October, 1978.

THE CORPORATION OF THE CITY OF BRAMPTON

by its solicitor

  
Laszlo C. Pandy-Szekeres

PK 2-11-75

MEMORANDUM OF AGREEMENT made in duplicate

this 24th day of November 1975

BETWEEN :

FLOWERTOWN SHOPPING CENTRE LIMITED and  
TIPTOP CONSTRUCTION COMPANY LIMITED  
carrying on business in partnership  
under the firm name and style of  
DARCEL CONSTRUCTION COMPANY

hereinafter called the 'Owner'

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

AND

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

AND

WILLIAM BOVAIRD, of the City of Brampton, in the  
Regional Municipality of Peel (formerly of the Township  
of Chinguacousy, in the County of Peel), Farmer, and  
VINCENT ALOI, of the City of Toronto, in the  
Municipality of Metropolitan Toronto, In Trust,

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"; (Ministry of Housing File Number 21T-24574)

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, "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.

"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, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, hydro-electric services and all other works required to be done by the Owner in accordance with this agreement.

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 O.A.L.A. or A.I.L.A. to:

3.  
Consult-  
ing  
Engineer

- (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 construction is in conformity with the approved overall drainage scheme for the plan,
- (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

4.  
Owner's  
Expense

The Owner shall design, construct and install at his own expense and in good workmanlike manner all works as hereinafter set forth and complete, perform or make payment for all such matters as are hereinafter provided for within such time limits as are specified herein. The works to be designed, constructed and installed by the Owner pursuant to this agreement shall constitute the minimum works which the City and Region shall be required to accept from the Owner; provided that nothing herein contained shall preclude the Owner from providing works in excess of those required in this agreement.

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.

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. (a)

Roads

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.

(b)

Internal  
roads

The Owner agrees that on any multi-family blocks, all internal 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 supervisions and inspection by a representative from the City of Brampton Engineering Department.



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.

Side-walks

The Owner shall construct sidewalks, walkways and pedestrian grade separations in locations as shown on the plan according to the specifications of the City and maintain them until they are finally accepted 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 and the Owner shall pay the City or Region for all traffic signs installed by the City or Region on all roads within or abutting the plan prior to expiry of the repair and maintenance period for the roads within the lands and within thirty days from the date of invoice by the City or Region. All 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.

12.

Build-  
ing  
Permits

The Owner agrees that neither he 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 but not including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the works 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.

13.

Main-  
tain  
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, he 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.  
Com-  
mence-  
ment  
of con-  
struction

The Owner shall not commence construction of any of the works required by this agreement until the detailed plans and specifications of such works have been approved by the Municipal Engineer and such approval has been signified by the signature of the Municipal Engineer on the original plans and specifications but such signature shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner.

15. (a)  
Maint-  
enance  
of ser-  
vices

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 he 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 his 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 notification be without effect for 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.

Exist-  
ing and  
final  
elev-  
ations

Prior to the registration of the plan, the Owner shall submit to the City Engineer 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, and
- (c) the lands designated for drainage works;

and shall obtain approval of such elevations from the City Engineer.

18.

Lot and  
block  
grading  
and  
drain-  
age

The Owner, during the term of this agreement, agrees that he 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 he nor his 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 he nor his 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 he, or any person claiming title through him or under his authority, permits occupancy of any dwelling prior to the acceptance of the roads by the City, he 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 and boulevard sodding 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 and boulevard sodding shall be completed by June 30th following such occupancy.

22.

Mainten-  
ance of  
roads  
and  
snow  
plow-  
ing

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 he might have arising therefrom and covenants that he 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.

Exped-  
itious  
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.

Top  
soil  
com-  
pletion

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-  
ding  
and  
tree  
plant-  
ing

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 one and one-half inch caliper) on the boulevard in front of each lot and shall provide and plant other trees as required in accordance with the parks specifications of the City of Brampton and as shown on any 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.

land  
specifi-  
cations

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

27.

Fenc-  
ing

The Owner agrees to construct and fence to the current City specifications all public walkways on the plan prior to the sale of the abutting residential lots and all other fencing required under this agreement or indicated on any landscape plan required under this agreement in conjunction with the grading and sodding of abutting lots.



28.

Park  
devel-  
opment

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 Director of Parks and Recreation to be left in their natural state or finished to another standard. Such grading and drainage plans to be approved by the City Engineer and the Director of Parks and Recreation and to be completed in accordance with the City specifications.

29.

Tree  
protec-  
tion

All existing trees to be retained must be fenced and protected during construction and no existing trees shall be removed without prior approval in writing from the City Parks and Recreation Director.

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  
Equi-  
valent

No building permit shall be applied for by the Owner nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program calculated as follows:

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

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

OTHER APPROVALS

32. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water-mains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands 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. 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. 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.

37. The Owner covenants and agrees to pay to the City the following development levies:

City levies

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or town-house building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;

- (c) - the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

38.

Reg-  
ional  
levies

The Owner agrees to pay Regional levies in accordance with the following policy: Regional impost charges in the amount of \$150 per capita effective 1st January 1974 to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year, shall be assessed on all residential development with exceptions only as set out herein. Where there is no per capita unit of measurement for the various types of dwelling unit available from the area municipality concerned, the following amounts will apply, both subject to adjustment in accordance with the Southam Index as detailed above:

\$650 per dwelling unit of single family; semi-detached; townhouse; and low-rise multiple type residential development.

\$375 per dwelling unit in apartment type residential development.

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

38A

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

These levies shall be paid as follows:

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

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

W.B.

*[Handwritten signatures and initials]*

39.

Insur-  
ance

The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall be issued in the joint name of the Owner and City and Region and shall be deposited with the City prior to registration of the plan and remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$1,000,000 all inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain "completed operations" clause. Premiums on such policies shall be paid by the Owner for at least one year from the date on which the policy is deposited with the City and all such policies shall contain a provision that they will not be cancelled except on thirty days written notice to the City. 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. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event 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 and 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 order that all work on the lands within the plan cease until the policy is renewed.

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 sub-paragraph (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 of all works specified in this agreement as estimated by the Municipal Engineer and a cash deposit in the amount of five per cent of the said estimated cost, but not exceeding \$10,000.

(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 sub-paragraph (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 sub-paragraph 39(1) hereof by an amount equal to ninety per cent 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 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 his 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 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 cash deposit has been received as per sub-paragraph 39 (2), 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 above ground work upon preliminary approval of all above ground works and receipt of the following documents:

- (i) a statutory declaration that all accounts relative to the installation of the above ground works have been paid;
- (ii) a maintenance bond for the above ground 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 above ground work and five per cent cash deposit will be released upon final acceptance of the subdivision by Council at the expiration of the maintenance period of the above ground 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.

40.

Final acceptance of works

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:

- (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) "As constructed" linens of all works and "as constructed" lot grading plans.

41.

ni-  
sation  
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 of the total cost of the works to a maximum of \$3,500 where the total cost of the work is less than \$100,000; three and a half per cent to a maximum of \$15,000 of the cost of the works between \$100,000 and \$500,000; and three per cent of the cost of the works in excess of \$500,000. The minimum charge under this paragraph shall be \$600. 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 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

42. Convey-  
ances

At no cost to the City or the Region, the Owner shall grant unto the City and the Region free of encumbrance 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.

43. Certi-  
ficate

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.

44. Copies  
of  
plans

(a) Prior to release for registration by the City, the Owner shall supply the City with six 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 six copies of the registered plan.

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 Building and Zoning Co-ordinator.

Land  
use and  
signs

46. Notwithstanding any of the provisions of this agreement, the Owner, his 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.

46.  
By-laws

47. 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.

47.  
Agree-  
ment  
binding

48. 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.

48.  
Discre-  
tion of  
Muni -  
cipal  
Engineer

49.

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 Regional Council or any official of the City or Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

50.

Mortgages

The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that 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.

51.

Staging

The Owner hereby covenants and agrees that it will not make application for building permits for residential dwelling units on the lands in excess of the following:

Year	<u>1975</u>	<u>1976</u>
Units	150	160

This provision shall be cumulative so that if building permits are obtained for less than the number of units set forth in this paragraph in any one year, then such number of units shall be added to the total number of permits to be applied for in the following year. It is understood and agreed that building permits in addition to the above may be applied for in any year with the approval of the City Council.

52. The Owner agrees to modify the plan to show the extension of Winterfold Lane across Block P.O.S. in a location to be approved by the City of Brampton.
53. The Owner agrees to dedicate sufficient land as a public highway to provide for the widening of Kennedy Road to a width of sixty feet (60'0") from the centre line.
54. The Owner agrees that Blocks R-1 and P-2 are to be developed only in conjunction with adjacent lands and the Owner agrees to convey to the City one-foot reserves along the frontage of the said Blocks and the City agrees that upon approval by the City of satisfactory site plans for the said Blocks, the one-foot reserve shall be reconveyed to the Owner.
55. The Owner agrees to grade, berm, landscape and fence the rear twenty feet (20'0") of all lots or blocks backing on Kennedy Road in accordance with landscape plans to be approved by the Director of Parks and Recreation of the City and no building permit shall be issued for any building on the said lands until such plans have been approved.
56. The Owner agrees to insert in each offer to purchase lands within the plan the following words: "The purchaser understands that the plan of subdivision within which the lands being purchased are located is adjacent to an operating extractive industrial site (gravel pit) and the purchaser also understands that under present regulations and operation conditions this extractive industrial operation has at least ten more years of operation."



57  
Succes-  
sors and  
assigns

The covenants, agreements, conditions and under-  
takings herein contained on the part of the Owner shall run  
with the lands and shall be binding upon him and upon his  
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.

carrying on business in  
partnership under the  
firm name and style of  
  
DARCEL CONSTRUCTION  
company

( FLOWERTOWN SHOPPING CENTRE LIMITED

Allan Kerber

[Signature]

( TIPTOP CONSTRUCTION COMPANY LIMITED

[Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald MAJOR  
Kenneth A. Hudson CLERK

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]  
Regional Chairman  
Richard L. Frost  
Regional Clerk

AUTHORIZATION BY-LAW  
NUMBER 118-76  
PASSED BY THE REGIONAL  
COUNCIL ON THE 10th  
DAY OF June 1976

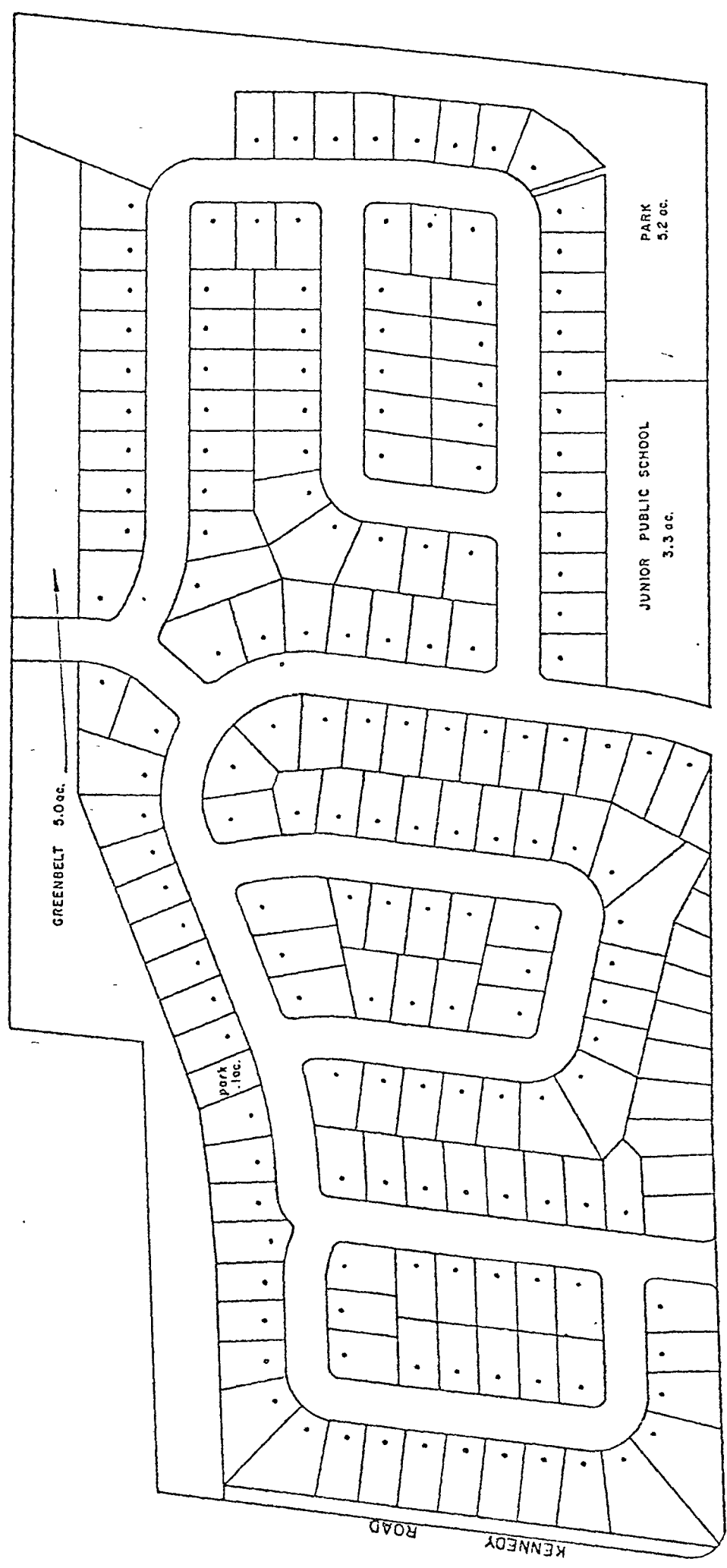
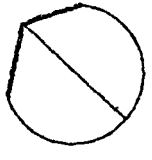
William Bovaird  
William Bovaird

Vincent Alois  
Vincent Alois

In the City of Brampton, Regional Municipality of Peel, being that part of Lot 10, in Concession 2, East of Hurontario Street, in the original Township of Chinguacousy, County of Peel, designated as PART 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel, at Brampton, as 43R-3721 .

now designated as      Lots 1 to 123 inclusive,  
                                    Blocks A to W inclusive,  
                                    Blocks X, Y, Z (one foot reserves),  
                                    all streets, and  
                                    all street widenings,  
as shown on Plan M-180 .

PART OF LOT 10  
CONCESSION 2 E.H.S.  
CITY OF BRAMPTON



D A R C E L

PRELIMINARY LIST OF LANDS TO BE CONVEYED TO THE CITY

One-foot reserves at any dead ends and/or open sides  
of road allowances

Walkways/emergency vehicle access routes

Blocks P.O.S. and P-1, P-2 and P-3

All required easements for utility or drainage purposes

To the Region of Peel - sufficient land to widen Kennedy  
Road to sixty feet (60'0") from the centre line and a one-  
foot reserve along the easterly limit of Kennedy Road.

DATED 24 Nov 1975

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FLOWERTOWN SHOPPING CENTRE  
LIMITED and  
TIPTOP CONSTRUCTION COMPANY  
COMPANY  
carrying on business  
as  
DARCEL CONSTRUCTION COMPANY

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND  
WILLIAM BOVAIRD and VINCENT  
ALOI

---

A G R E E M E N T

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON