



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 250-77

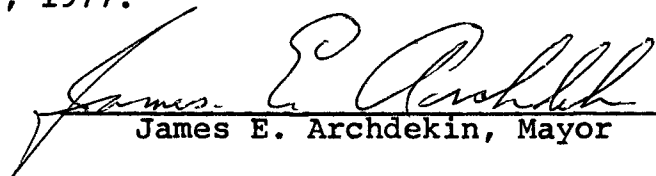
A By-law to authorize the execution of an Agreement between Heron Bay Investments Ltd., Alderdale Investments Ltd., Barry Naiberg Limited, Scarpia Investments Ltd., Ricadel Investments Ltd., Bar Haven Investments Ltd., and Heriot Bay Investments Ltd., c.o.b. in partnership under the firm name and style of Spruce Valley

Homes, and The Corporation of the City of Brampton and the Regional Municipality of Peel and Fobasco Limited and Lexa Investments Limited and the Canadian Imperial Bank of Commerce, Garles Investments Limited, Holkut Investments Limited, Shabason Investments Limited, Linfred Investments Limited, Bar-Ros Holdings Limited and Lu-Ann Holdings Limited.

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 Naiberg Limited, Scarpia Investments Ltd., Ricadel Investments Ltd., Bar Haven Investments Ltd., and Heriot Bay Investments Ltd., c.o.b. in partnership under the firm name and style of Spruce Valley Homes, and The Corporation of the City of Brampton, and The Regional Municipality of Peel and Fobasco Limited and Lexa Investments Limited and Canadian Imperial Bank of Commerce, Garles Investments Limited, Holkut Investments Limited, Shabason Investments Limited, Linfred Investments Limited, Bar-Ros Holdings Limited, and Lu-Ann Holdings Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council  
this 26th day of September, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THE LAND TITLES ACT

SECTION 78

TO THE LAND REGISTRAR AT BRAMPTON

THE CORPORATION OF THE CITY OF BRAMPTON, being interested in the lands entered in the register for the City of Brampton as Parcel(s) *Plan / Block C* *Plan M-174 as to Block 'e'* of which SPRUCE VALLEY HOMES *Section* ~~is the registered owner~~ hereby applies to have entered on the register for the said Parcel(s) *being interested in the land* Notice of an Agreement dated the 16th day of June, 1977 made between Heron Bay Investments Ltd., Alderdale Investments Ltd., Barry Naiberg Limited, Scarpia Investments Ltd., Ricadel Investments Ltd., Bar Haven Investments Ltd., and Heriot Bay Investments Ltd., c.o.b. in partnership under the firm name and style of SPRUCE VALLEY HOMES, The Corporation of the City of Brampton, The Regional Municipality of Peel, Fobasco Limited and Lexa Investments Limited, and Canadian Imperial Bank of Commerce, Garles Investments Limited, Holkut Investments Limited, Shabason Investments Limited, Linfred Investments Limited, Bar-Ros Holdings Limited, and Lu-Ann Holdings Limited.

The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this

*1<sup>st</sup>* day of *November*, 1977.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

*J. Hendy*  
JUDITH E. HENDY

MEMORANDUM OF AGREEMENT made in duplicate this 16<sup>th</sup>  
day of June 1977.

B E T W E E N :

HERON BAY INVESTMENTS LTD., ALDERDALE INVESTMENTS LTD., BARRY NAIBERG LIMITED, SCARPIA INVESTMENTS LTD., RICADEL INVESTMENTS LTD., BAR HAVEN INVESTMENTS LTD., and HERIOT BAY INVESTMENTS LTD.,

c.o.b. in partnership under the firm name and style of 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

FOBASCO LIMITED, and LEXA INVESTMENTS LIMITED

hereinafter called the 'Subdividers'

OF THE FOURTH PART

A N D

CANADIAN IMPERIAL BANK OF COMMERCE,  
GARLES INVESTMENTS LIMITED,  
HOLKUT INVESTMENTS LIMITED,  
SHABASON INVESTMENTS LIMITED,  
LINFRED INVESTMENTS LIMITED,  
BAR-ROS HOLDINGS LIMITED,  
LU-ANN HOLDINGS LIMITED

hereinafter called the 'Mortgagees'

OF THE FIFTH PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a survey annexed hereto as Schedule "A", pursuant to an Agreement of Sale dated May 28th, 1976, and the Subdivider warrants that it is the registered owner of the lands shown on a survey annexed hereto as Schedule "A", and both the Owner and the Subdivider warrant that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS an agreement was entered into between Fobasco Limited, Lexa Investments Limited, Shefsky Developments Limited, Cogan Developments Limited and the Corporation of the City of Brampton and the Regional Municipality of Peel and certain mortgagees dated the 24th day of November, 1975.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and in consideration of the City taking the necessary steps to permit the development of the lands described herein and more particularly shown on Schedule "A" annexed hereto, the parties hereto agree each with the other as follows:

1. The agreement dated the 24th day of November, 1975 as recited above shall remain in full force and effect except insofar as the same is specifically amended by this agreement and the Owner agrees that all levies required under the aforementioned agreement shall be paid with respect to the lands described herein.

2. The lands located on the north-west side of Centre Street to the west of Hinchley Wood Grove in the City of Brampton and more particularly described as Block C according to Registered Plan M-174 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. The Owner shall restrict the means of vehicular ingress and egress to and from the parking area shown on Schedule "A" to those locations indicated on the said Schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice and to the satisfaction of the City Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. The said lands shall be graded in a proper, workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

4. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

Site  
Plan

Ingress  
and  
egress

Access

5. Clean site The Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and other material. The City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth, mud or other materials from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the City Engineer.
6. Con-struction The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.
7. Storm drainage The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands, including the roof water from the buildings, will be discharged in a manner satisfactory to the City Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer and the City Building and Zoning Co-ordinator.
8. Grading, building and landscaping plans Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of any building permits. Such plans to include all recreational facilities as shown on Schedule "A" and the Owner agrees to construct all such recreational facilities in accordance with specifications to be approved by the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator. The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches,

relocating utilities, pipes, poles, valves and equipment, re-setting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities.

Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with Schedule "A" shall be removed without prior written approval of the City Director of Parks and Recreation. The Owner agrees that all landscaping and recreational facilities, in accordance with the approved landscaping plan, shall be completed within twelve months following the first occupancy of any buildings on the lands shown on Schedule "A".

9.  
Fencing

The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Director of Parks and Recreation and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to the first occupancy.

Occu-  
pancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the said lands until the "basic services" (hereinafter defined as internal sanitary sewers, internal watermains, internal storm sewers, service connections, plumbing) and parking areas and private driveways complete with curbs and base course asphalt are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly

installed and approved and the necessary occupancy permit as required by the City building by-law has been issued. The City Engineer may, in his sole discretion, upon request from the Owner authorize the Building and Zoning Co-ordinator to issue occupancy permits prior to the completion of the parking area and driveway provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

11.  
Private  
Roads

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.

12.  
Regional  
Services

OTHER APPROVALS

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with 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 abutting or affected by the development 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.

13.  
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.

FINANCIAL

The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by the Corporation of the City of Brampton. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "A" shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

GENERAL

15. 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.



16.

Condo-  
miniums

The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under three condominium corporations. The Owner also agrees and undertakes to file with the City of Brampton prior to application for condominium registration, the proposed by-laws and declaration for the condominium corporations which by-laws and declaration shall be consistent with the City of Brampton condominium policy and/or the approved site plans for the developments of the lands shown on Schedule "A".

The Owner also agrees that the recreational centre indicated on Schedule "A" to this agreement shall be organized with all three condominium corporations having proportional interests therein and all condominium unit owners within the condominiums having equal rights to the use of the recreational facilities. The Owner agrees that the recreational facilities shall be set up under the management of a Board of Management and that all three condominium corporations shall have equal representation on the Board of Management.

17.

Rights-  
of-Way

The Owner agrees that all necessary rights-of-way shall be provided to give each of the three condominium corporations direct legal access to the recreation centre and the Owner agrees that such rights-of-way shall be included in any application to sever the lands into the three condominium corporations. The Owner also agrees that such rights-of-way shall be provided to the satisfaction of the City prior to registration of any of the condominium corporations.

Street  
name  
signs

The Owner agrees that all private streets shown on Schedule "A" shall be named with names to be approved by the City and the Region and the Owner agrees to erect street name signs on the roads shown on Schedule "A" and on the abutting public streets in locations and in accordance with specifications to be approved by the City Engineer.

The parties hereto agree that it is not the intention of the parties that the commercial facilities permitted on Block C come under the ownership of any of the three condominium corporations and the Owner intends to sever the portion of Block C containing the commercial facilities from the balance of Block

C and the City acknowledges that provided arrangements satisfactory to the City are made with respect to ownership and rights-of-way over the road leading to the commercial facilities and provided all necessary restricted area by-laws to permit the said severance are enacted and receive Ontario Municipal Board approval, the City will not oppose the severance of the commercial facilities from the balance of Block C.

9.  
By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and more particularly, without limiting the generality of the foregoing, it is understood that the building by-law of the City of Brampton and any other laws or regulations governing building standards or construction methods in force in the City of Brampton shall be applicable to the development which takes place on the lands shown on Schedule "A" annexed hereto.

20.  
Agreement  
binding

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

21.  
Successors and  
assigns

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

22.

Mort-  
gagees  
& Sub-  
divider

The Mortgagees and Subdivider 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, or remain vested in the Subdivider, the title thereto shall be subject to the terms hereof, in the same manner as if they had executed this Agreement as owner.

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.

SPRUCE VALLEY HOMES BY ITS PARTNERS:  
HERON BAY INVESTMENTS LTD.

*[Handwritten signature]*

President - Ted Libfeld

*[Handwritten signature]*

Treasurer - Sam Bojman

ALDERDALE INVESTMENTS LTD.

*[Handwritten signature]*

Secretary - Ted Libfeld

*[Handwritten signature]*

Treasurer - Sam Bojman

BARRY NAIBERG LIMITED

*[Handwritten signature]*

Secretary - Ted Libfeld

*[Handwritten signature]*

Assistant Treasurer - Sam Bojman.

SCARPIA INVESTMENTS LTD.

*[Handwritten signature]*

Secretary - Ted Libfeld

*[Handwritten signature]*

Treasurer - Sam Bojman

RICADEL INVESTMENTS LTD.

*[Handwritten signature]*

President - Sam Bojman

*[Handwritten signature]*

Secretary - Ted Libfeld

BAR HAVEN INVESTMENTS LTD.

*[Handwritten signature]*

Secretary - Ted Libfeld

*[Handwritten signature]*

Treasurer - Sam Bojman

HERIOT BAY INVESTMENTS LTD.

*[Handwritten signature]*

Vice-President - Ted Libfeld

*[Handwritten signature]*

Treasurer - Sam Bojman

*James E. Archdekin*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN

MAYOR

*Kenneth R. Richardson*  
\_\_\_\_\_  
KENNETH R. RICHARDSON

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

*Don Leach*  
\_\_\_\_\_  
ACTING CHAIRMAN

*Richard L. ...*  
\_\_\_\_\_  
CLERK

AUTHORIZATION BY-LAW  
NUMBER 178-77  
PASSED BY THE REGIONAL  
COUNCIL ON THE 13<sup>th</sup>  
DAY OF OCTOBER, 1977.

FOBASCO LIMITED

*[Signature]*  
\_\_\_\_\_  
PRES

*Michael ...*  
\_\_\_\_\_  
SEC

LEXA INVESTMENTS LIMITED

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CANADIAN IMPERIAL BANK OF COMMERCE

*[Signature]*  
\_\_\_\_\_  
ASS'T GENERAL MANAGER

*[Signature]*  
\_\_\_\_\_  
ASS'T SECRETARY

GARLES INVESTMENTS LIMITED

*J. Melotich*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOLKUT INVESTMENTS LIMITED

*de Dettrovski*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHABASON INVESTMENTS LIMITED

*D. Shabason*  
\_\_\_\_\_  
Pres.  
\_\_\_\_\_



LINFRED INVESTMENTS LIMITED

*A. Rosenzweig*

---

BAR-ROS HOLDINGS LIMITED

*Rosenzweig*

---

*F. Barro*

---

LU-ANN HOLDINGS LIMITED

*Anno Nodi*

---

---

BLOCK C, PLAN M-174



DATED:

---

---

HERON BAY INVESTMENTS LTD.,  
ALDERDALE INVESTMENTS LTD.,  
BARRY NAIBERG LIMITED,  
SCARPIA INVESTMENTS LTD.,  
RICADEL INVESTMENTS LTD.,  
BAR HAVEN INVESTMENTS LTD., and  
HERIOT BAY INVESTMENTS LTD.

c.o.b. in partnership under the  
firm name and style of SPRUCE  
VALLEY HOMES

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

---

A G R E E M E N T

---

JUDITH E. HENDY,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4



150285  
10:07 AM  
NOV 21, 1977

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

NOTICE OF AN AGREEMENT  
\_\_\_\_\_

JUDITH E. HENDY,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4

# Land Titles Act

~~XXX~~ THE CORPORATION OF THE CITY OF BRAMPTON

the registered owner of the freehold land registered in the office  
of Land Titles at Brampton

as Parcel ~~Plan 2~~ ONE FOOT RESERVE - 1  
in the register for Section M-174

in consideration of the sum of TWO-----

-----(\$2.00)-----Dollars

paid to it TRANSFER to HERON BAY INVESTMENTS LTD.,  
ALDERDALE INVESTMENTS LTD., BARRY NAIBERG LIMITED, SCARPIA  
INVESTMENTS LTD., RICADEL INVESTMENTS LTD., BAR HAVEN INVESTMENTS  
LTD. and HERIOT BAY INVESTMENTS LTD., all being corporations  
incorporated under the laws of the Province of Ontario and carry-  
~~ing~~ing on business under ~~of~~ the firm name and style~~s~~ of  
SPRUCE VALLEY HOMES  
of the Borough of North York, in the Municipality of Metropolitan  
Toronto

the land hereinafter particularly described namely

ALL AND SINGULAR that certain parcel and tract of land and  
premises situate, lying and being in the City of Brampton in  
the Regional Municipality of Peel (formerly in the Town of  
Mississauga, in the County of Peel), and being composed of  
parts of Block I, according to Plan M-174, registered in the  
Office of Land Titles for the Land Registry Division of Peel  
(No. 43) at Brampton, and designated as Parts 1, 2, 3 and 4  
on a Plan of Survey of Record in the said Office as 43R-5027.

7

Insert here 'the whole' or 'a part' according to the fact. Where the whole parcel is transferred a particular description is unnecessary.

being part of the said Parcel

7-3

DATED the 8th day of July, 19 77

WITNESS:

THE CORPORATION OF THE CITY OF  
BRAMPTON

*James E. Archdekin*  
 \_\_\_\_\_  
 James E. Archdekin - Mayor

*Kenneth R. Richardson*  
 \_\_\_\_\_  
 Kenneth R. Richardson - Clerk

AFFIDAVIT OF SUBSCRIBING WITNESS

I,  
 of the  
 in the  
 make oath and say:  
 I am a subscribing witness to the attached instrument and I was present and saw it executed  
 at  
 by

\*See footnote

See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the

in the

this day of

19

\* Where a party to the instrument or whose party signs by making his mark or in foreign characters add "offer the instrument to the witness and he appears to understand it" Where executed under a power of attorney insert "I am a subscribing witness to the instrument for the use of the attorney for (name)".

IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF  
THE LAND SPECULATION TAX ACT, 1974

AFFIDAVIT

1. Kenneth R. Richardson of the Town of  
(print name)  
Caledon, Regional Municipality of Peel  
(print address)

MAKE OATH AND SAY THAT:

- 1. I verily believe that the disposition of designated land evidenced in the attached instrument or writing is exempt from the tax imposed by subsection 1 of section 2 of the above Act by virtue of the disposition being:

describe nature of disposition

designated land disposed of by a municipality

as provided for by section 4, clause b, subclause \_\_\_\_\_, of the above Act.

delete this paragraph if inapplicable

~~2. I am the transferor making the disposition referred to in paragraph 1 hereof. Since the acquisition of my interest in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named in the attached instrument or writing, no disposition with respect to such designated land has occurred prior to the disposition to the said transferee.~~

delete this paragraph if inapplicable

3. I am authorized in writing by the transferor making the disposition referred to in paragraph 1 hereof to make this affidavit.  
Since the acquisition of the interest of the transferor in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named in the attached instrument or writing, no disposition with respect to such designated land has occurred prior to the disposition to the said transferee.

Sworn before me at the City  
of Brampton  
in the Regional Municipality  
of Peel  
this 15th  
day of December 1977.  
M. Fredrick Dean  
A Commissioner

K Richardson

# THE LAND TRANSFER TAX ACT, 1974

## Affidavit of Residence

IN THE MATTER OF THE CONVEYANCE OF Block I, Plan M-174 designated as  
parts 1, 2, 3 and 4 on plan 43R-5027  
*(insert brief description of land)*

TO HERON BAY INVESTMENTS LTD., ALDERDALE INVESTMENTS LTD., BARRY NAIBERG LIMITED,  
*(insert names of all transferees)* SCARPIA INVESTMENTS LTD. RICADEL INVESTMENTS LTD., BAR HAVEN INVESTMENTS LTD. AND HERIOT BAY INVESTMENTS LTD., all carrying on business under the firm name and style of SPRUCE VALLEY HOMES.

I, MARK L. BERENS of 2 Bloor Street East, Toronto  
*(print name and address)*  
Ontario

### MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent):

(a) A person to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed;

(b) One of the trustees named in the above-described conveyance to whom the land is being conveyed;

(c) A transferee named in the above-described conveyance;

(d) An agent authorized in writing to act for \_\_\_\_\_ who is a person  
*(insert name of principal)*  
described in paragraph \_\_\_\_\_ above *(insert only one of paragraph (a), (b), or (c) above);*

(e) The solicitor acting in this matter for Spruce Valley Homes who is a ~~person~~ <sup>partnership</sup>  
*(insert name of client)*   
described in paragraph c above *(insert only one of paragraph (a), (b) or (c) above);*

and as such, I have personal knowledge of the facts herein deposed to.

2. None of the transferees to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed is, within the meaning of the Act, a non-resident person (strike out this paragraph if inapplicable).

3. ~~The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act.~~

*(insert the name and place of residence - or in the case of a corporation, the place of incorporation - of any transferee who is a non-resident person. If space is insufficient, attach a list of those transferees who are non-resident persons.)*

4. I have read over and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clause f and g of subsection 1 of section 1 of the Act.

Sworn before me at the City  
of Toronto  
in the Municipality  
of Metropolitan Toronto

this 16th

day of December 19 77

*(Signature)*  
A Commissioner, etc

*(Signature)*  
Mark L. Berens.

# The Land Transfer Tax Act, 1974

## AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

Identify the parties to the conveyance

by: THE CORPORATION OF THE CITY OF BRAMPTON  
to: HERON BAY INVESTMENTS LTD., ALDERDALE INVESTMENTS LTD.,  
BARRY NAIBERG LIMITED, SCARPIA INVESTMENTS LTD., RICADEL  
INVESTMENTS LTD., BAR HAVEN INVESTMENTS LTD., AND  
HERIOT BAY INVESTMENTS LTD., under the firm name and style  
of SPRUCE VALLEY HOMES  
on the 16th day of December 19 77.  
I, MARK L. BERENS  
of the CITY OF TORONTO  
in the MUNICIPALITY OF METROPOLITAN TORONTO

make oath and say that:

This affidavit may be made by the purchaser or vendor or by anyone acting for them under power of attorney or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

- I am SOLICITOR FOR THE TRANSFEREE named in the within (or annexed) conveyance.
- I have a personal knowledge of the facts stated in this affidavit.
- (1) The total consideration for this transaction has been allocated as follows:
 

(a) Land, building, fixtures and goodwill	\$ 2.00
(b) Chattels — items of tangible personal property (see note)	\$ nil
TOTAL CONSIDERATION	\$ 2.00

(2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

- |   |         |
|---|---------|
| (a) Monies paid in cash   | \$ 2.00 |
| (b) Property transferred in exchange (Detail Below)                                 | \$ nil  |
| (c) Securities transferred to the value of (Detail Below)                           | \$ nil  |
| (d) Balances of existing encumbrances with interest owing at date of transfer       | \$ nil  |
| (e) Monies secured by mortgage under this transaction                               | \$ nil  |
| (f) Liens, legacies, annuities and maintenance charges to which transfer is subject | \$ nil  |
| (g) Other (Detail Below)  | \$ nil  |
| TOTAL CONSIDERATION (should agree with 3(1) (a) above)                              | \$ 2.00 |

All blanks must be filled in.

- If consideration is nominal, is the transfer for natural love and affection? n/a
- If so, what is the relationship between Grantor and Grantee? n/a
- Other remarks and explanations, if necessary ... this is a transfer of a reserve for which no consideration is being paid... transfer from Municipality

SWORN before me at the City of Toronto in the Municipality of Metropolitan Toronto

*Mark L. Berens*  
(signature)

this 16th day of December 1977

*Carole J. ...*  
A Commissioner, etc.

NOTE TO PARAGRAPH 3(1) (b): Chattels: Retail sales tax is payable on the valuation of items shown in 3(1) (b) unless otherwise exempted under the provisions of The Retail Sales Tax Act, R.S.O. 1970, c.415, as amended.

For the purpose of this affidavit insert above only the value of chattels, the total value of which in the opinion of the deponent exceeds \$100.00. This does not exonerate a purchaser from the payment of Retail Sales Tax on any tangible personal property as part of this transaction. When chattels are purchased as part of this transaction with a value of less than \$100.00, the applicable tax should be paid by the purchaser to the Treasurer of Ontario and remitted to the Minister of Revenue.

76

I/WE

of the

in the

make oath and say

When

executed the attached instrument,

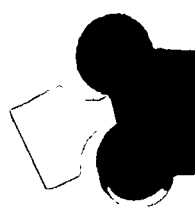
I/WE at least eighteen years old.

I was married / divorced / widower.

was my wife / husband.

We were married to each other.

We held the land as Joint Tenants / Trustees / Partnership Property.



(SEVERALLY) SWORN before me at the

in the

this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\* Where affidavit made by attorney substitute. "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"

The Land Titles Act

Dated 8th day of July, 1977

THE CORPORATION OF THE CITY OF BRAMPTON

TO

SPRUCE VALLEY HOMES

Address:

Transfer of Freehold Land WITHOUT DOWER

Dye & Durham Co Limited, 160 Bartley Drive, Toronto

ASSESSMENT ROLL NO: .....

ADDRESS OF PROPERTY:

Parcel Plan -2, Section M-174, Mississauga, Ontario .....

BERENS AND ZIMMERMAN 2 Bloor Street East Suite 2606 Toronto, Ontario M4W 1A8

19/12/77  
185/102  
310

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	