



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

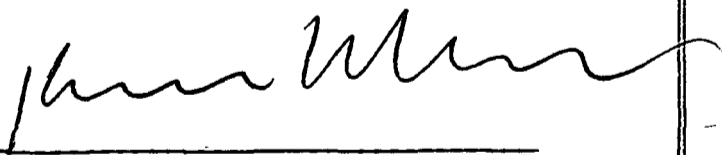
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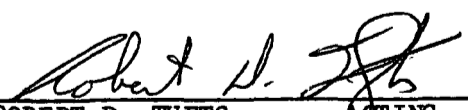
To authorize the execution of an agreement between Operation 9 Inc., The Regional Municipality of Peel, The Bank of Nova Scotia and The Toronto-Dominion Bank and the Corporation of the City of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated November 26th, 1984 between Operation 9 Inc., The Regional Municipality of Peel, The Bank of Nova Scotia and The Toronto-Dominion Bank and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of November , 1984.


KENNETH G. WILLANS MAYOR


ROBERT D. TUFTS ACTING CLERK

URBAN SUBDIVISION AGREEMENT

21T-79074B

MEMORANDUM OF AGREEMENT made in duplicate this
26th day of *NOVEMBER*, 1984.

B E T W E E N :

OPERATION 9 INC.,

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

THE BANK OF NOVA SCOTIA and

THE TORONTO-DOMINION BANK,

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 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-West and B-East 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. Commissioner of Public Works For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and Regional roads and storm drainage on Regional roads and any other Regional roads and any other Regional matter, the Commissioner of Public Works for The Regional Municipality of Peel, and with respect to all other matters contained in this agreement, shall mean the Commissioner of Public Works and Buildings 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,

other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;

3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cronoflex reproductions with the City Commissioner of Public Works and Mylar duplicates with the Regional Commissioner of Public Works;

3.7 furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Commissioner of Public Works;

3.8 prepare and provide the City, for each lot or block within the plan, with a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

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

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

3.11 to provide to the City's Commissioner of Public Works and/or the Region's Commissioner of Public Works as and when required by them, copies of any or all contracts and/or subcontracts entered into by or on behalf of the Owner for the construction of any or all of the works, together with any or all of the following contract documentation:

3.11.1 certificate of progress payments,

3.11.2 certificate of the substantial performance given pursuant to the provisions of the Construction Lien Act, and

3.11.3 particulars of publication of the certificate of the substantial performance.

3.12 to certify to the City that there are no lien claims or potential lien claims relating to any of the completed works as and when the Owner requests the City to reduce the performance guarantee or finally accept the works.

4. 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
Owner's
Expense

Schedule D attached hereto, within such time limits as are specified herein and in Schedule D attached hereto.

Notwithstanding anything contained in this agreement, the plan shall not be released by the City for final registration until such time as all of the detailed plans and specifications for all of the works required by this agreement are fully approved by the City and the Region.

5.
Storm
Sewers

5.1 The Owner shall construct and complete a storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all lands within the plan and adjacent road allowances according to designs approved by the City Commissioner of Public Works and in accordance with the specifications of the City in effect on the day of approval by the City Commissioner of Public Works. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage, until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Commissioner of Public Works and shall be constructed according to designs approved by the City Commissioner of Public Works and shall be of sufficient size, depth and location to service the lands within the plan and the lands outside the plan which, in the opinion of the City Commissioner of Public Works, will require their use as trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

Sanitary

Sewers

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

Water

Systems

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

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

Hydrant 5.4 The Owner shall pay to the Region a hydrant
Inspection inspection fee equal to One Hundred Dollars (\$100.00) per
hydrant prior to the release of the plan for registra-
tion.

6. The Owner shall remove and stockpile all top
Top Soil 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 instal-
lation or construction of watermains, sanitary sewers,
curbs, gutters, sidewalks or utilities. The Owner further
agrees to keep the boulevards free and clear of all mate-
rials and obstructions.

7. 7.1 The Owner shall install and construct or
Roads reconstruct to the City's specifications all roads as
shown on the plan attached hereto as Schedule B, including
traffic islands where specified by the Commissioner of
Public Works. All roads shall conform to grades as
approved by the Commissioner of Public Works. The Owner
shall grade and sod the boulevard portion of all road
allowances in accordance with the City's specifications
for grading and sodding.

Private 7.2 The Owner agrees that on any multi-family
Roads blocks, all private roads, including curbs, gutters and
storm sewers, shall be constructed in locations and in

accordance with plans and specifications approved by the City Commissioner of Public Works and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Regional
Roads

7.3 The Owner shall carry out certain improvements to abutting Regional roads according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works.

8.
Curbs

The Owner shall construct or reconstruct curbs to the specifications of the City or the Region. If any curb depressions are not located correctly with respect to any driveway, the Owner shall construct a curb depression in the correct location and fill in the original depression in accordance with the City's specifications. The Owner shall install paved driveways from curb to street line (or from curb to sidewalk where sidewalks are installed) to the specifications of the City.

9.
Pedestrian
Ways

The Owner shall construct sidewalks, connecting and park walkways, associated foot bridges and pedestrian grade separations in locations as shown on the plan or the landscape and fencing plan according to specifications of the City and maintain them until they are finally accepted in writing by the City.

10.
Street Name
& Traffic
Signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan, which includes all intersections with

external streets adjoining the plan in such locations as approved by the Commissioner of Public Works, which signs shall be in conformity with the specifications of the City or the Region. The Owner shall pay the City or the Region for all traffic devices as shown on the approved engineering plans installed by the City or the Region on all roads within or abutting the plan within thirty (30) days from the date of invoice by the City or the Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

11.
Street
Lights

The Owner shall, prior to final approval of the plan, enter into an agreement with the Brampton Hydro Electric Commission for the provision of a street lighting system satisfactory to the Commissioner of Public Works and Buildings along all roads shown on the plan. Street lights shall be installed not later than two (2) months after the first occupancy on each street.

12.
Building
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed and the public road providing access to the building site have been constructed, complete with all required municipal services, including sewer and water, base curb or curb and gutter and all granular material required up to and including base course asphalt. Building permits may be issued prior to completion of the base course asphalt specified in this clause on the authorization of the Commissioner of Public Works. The Owner agrees that the

City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water and sewer service is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Commissioner of Public Works. Each building permit application shall be accompanied by the certificate referred to in paragraph 3.7 of this agreement.

13.

Maintain
Gravel
Base

Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the Commissioner of Public Works and shall apply a binder from time to time as may be required by the City Commissioner of Public Works to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clean of dust, refuse, rubbish and litter of all types which in the opinion of the City Commissioner of Public Works are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four (24) hours of receiving written notice from the City Commissioner of Public Works. In the event such notice is not complied with within the said twenty-four (24) hour period, the City Commissioner of Public Works may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty (30) days of the date of the invoice from the City.

14.
Commence-
ment of
Construc-
tion

The Owner shall not commence construction of the works required by this agreement until the detailed engineering specifications of such works have been approved by the Commissioner of Public Works and the landscape and fencing plan and specifications of such works have been approved by the Commissioner of Community Services 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 and fencing plan and specifications have been approved by the Commissioner of Community Services 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.
Mainte-
nance of
Services

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

15.2 The Owner shall maintain all of the above-ground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two (2) year period after which it shall place top course asphalt and complete all outstanding

sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the Commissioner of Public Works shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or the Region and that the Owner be released from its obligations under this agreement.

16.
Owner in
Default

If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice or within such time period as may be designated by the Commissioner of Public Works, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost

and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City or the Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

17. Existing & Final Elevations Prior to the registration of the plan, the Owner shall submit to the City Commissioner of Public Works, the Commissioner of Community Services and/or the Commissioner of Planning and Development, a plan or plans showing:

17.1 the existing and final elevations of the lands as determined by reference to a geodetic bench mark or an established City of Brampton bench mark,

17.1 final grades of all roads as approved by the City Commissioner of Public Works;

17.3 the lands designated for drainage works, and shall obtain approval of such elevations from the City Commissioner of Public Works and

17.4 the landscape and fencing, grading and planting plans of parklands, boulevards and buffer areas.

18.
Lot & Block
Grading &
Drainage

The Owner shall, at all times prior to the final acceptance of the works by the City in accordance with paragraph 41 of this agreement, be responsible for the drainage of all lots and blocks within the plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner or the City to enter for a period of three (3) years from such sale and undertake modifications to the surface drainage features of the said lots and blocks in accordance with the drainage patterns proposed by this agreement. It is further agreed that, should drainage rectification become necessary in the discretion of the City Commissioner of Public Works at any time prior to the final acceptance of the works as aforesaid and prior to the expiration of the right to enter and the Owner fails to make such rectification when so instructed by the City Commissioner of Public Works, the City may, at its option, undertake the correction of such drainage situation and all costs thereof shall be charged back to the Owner and shall include a management fee of fifteen per cent (15%) of the cost of labour and material. The Owner agrees that neither it nor its successors and assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City Commissioner of Public Works.

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

19.
Undeveloped Blocks
Lots

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

20.
Occupancy

20.1 The Owner covenants and agrees that neither it nor its successors or assigns shall permit the occupancy of any building or part thereof erected on the said lands:

20.1.1 until the "basic services" as required herein including sanitary and storm sewers, water-mains, base course asphalt, curbs and gutters, and permanent street name and traffic signs have been installed and approved by the Commissioner of Public Works;

20.1.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, c. 51, as amended, and all regulations made pursuant thereto.

20.2 The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance

of the roads by the City, it shall at all times maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

21.

Completion of Sidewalks, Sodding, etc. Sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year, in which case the sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed by June 30th following such occupancy. The City Commissioner of Public Works may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks and walkways are required to provide safe passage to and from schools and other facilities or the Commissioner may direct the Owner to delay construction of the sidewalks where he considers it advisable to do so.

22.

Maintenance of Roads and Snow Plowing The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the said plan of subdivision upon which such work has been done. The Owner hereby acknowledges that if the City, by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and covenants that it will make no claim

against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins and all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.
Expedi-
tious
Completion

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

24.
Top Soil
Completion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations, and when so removed, the top soil shall be stockpiled in a location approved by the City and replaced upon the lands within the plan after the completion of the building operations. Stockpiles of topsoil shall not exceed two (2) metres in height nor have slopes steeper than three to one (3:1). In the event that there

is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15th and October 1st in any year and the City shall be required, within sixty (60) days, to remove the top soil or, after the expiry of the sixty (60) days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.

Lot Sodding
and Tree
Planting

The Owner shall apply a minimum of four (4) inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of (1) deciduous tree (minimum seventy (70) millimeters caliper) on the boulevard in front of each lot or semi-detached or townhouse unit and on the boulevard flanking each corner lot or corner unit, and at forty (40) foot intervals on the boulevards in front of all other blocks and abutting the rear yards of all reverse frontage lots and plant other trees, all as required in accordance with the landscaping specifications of the City and all as shown on the landscape and fencing plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a two (2) year period from the date of performance acceptance of tree planting by the Commissioner of Community Services and shall replace all trees failing to establish a healthy growth within that two (2) year period. The foregoing two (2) year maintenance and replacement provisions shall apply to all replacement trees planted pursuant to this paragraph unless the Owner makes arrangements satisfactory to the Commissioner of Community Services prior to the final acceptance of the works by the City to provide a performance guarantee for the maintenance and replacement of such replacement trees.

26.
Landscape
Plan

26.1 The Owner shall, prior to the release of the plan for registration, prepare and have approved by the Commissioner of Planning and Development and/or the Commissioner of Community Services and the Commissioner of Public Works, a detailed landscape and fencing plan or plans prepared in accordance with City specifications for all parkland, public open space, boulevard areas, buffer strips, and watercourse areas within the plan.

26.2 The Owner shall, except as specifically provided in paragraph 26.3 and Schedule D of this agreement, be responsible for carrying and completing, in accordance with all of the provisions of this agreement, all of the works shown on the approved landscape and fencing plan.

26.3 The Owner shall only be responsible for carrying out and completing that part of the works shown on the landscape and fencing plan for the watercourse areas within the plan which are, in the opinion of the Commissioner of Public Works, required as a result of the development of the lands and are identified in the detailed drainage and storm water management report and/or soil and slope stability report referred to in Schedule D to this agreement. The balance of the works shown on the landscape and fencing plan for the watercourse areas within the plan shall be carried out and completed by the Owner at the City's expense.

27.

The Owner shall:

Fencing

27.1 construct and fence in accordance with City specifications, all public walkways on the

plan prior to the sale of the abutting dwelling units;

27.2 erect all fencing required by the City's residential fencing policy in the location and to the specifications set out in this policy; and

27.3 erect all other fencing required by this agreement,

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

28. 28.1 The Owner shall drain, grade, top dress, sod
Park and landscape all lands which are to be conveyed to the
Development City for park purposes in accordance with the provisions
of the Planning Act, except where lands within the plan
have been designated by the Commissioner of Community
Services to be left in their natural state or finished
to another standard. This work shall be shown on the
grading and drainage plan for the subdivision and on the
landscape and fencing plan for the subdivision which are
required to be approved pursuant to this agreement.

28.2 The Owner shall grade, in accordance with the
approved grading plans for the subdivision, all lands
acquired by the City from the Owner for park or open space
purposes other than those lands which are conveyed to the
City in accordance with the provisions of the Planning
Act, and in the event the Owner removes any top soil from
these lands in the development of the plan, the Owner
shall return an equivalent amount of top soil to these

lands and grade this top soil in accordance with the grading plan.

29.
Tree
Protection

All existing trees to be retained as shown on the landscape plan required to be approved pursuant to this agreement shall be fenced and protected in accordance with the City's specifications prior to and during construction. No existing trees other than those approved for removal in accordance with the approved landscape and fencing plan shall be removed without the approval in writing of the Commissioner of Community Services and the Commissioner of Planning and Development.

30.
Archi-
tectural
Control
Committee

30.1 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:

30.1.1 one member to be appointed by the Owner;

30.1.2 one member to be appointed by the City Council;

30.1.3 one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee, one of whom shall be the member appointed by the City Council.

30.2 The Owner shall, prior to Architectural Control Committee approval and the issuance of building permits, obtain approval by the Commissioner of Planning and Development for the features to be included in the design of buildings to efficiently maximize passive solar gain and minimum heat loss for dwellings within the plan. These features shall include the following:

layout of rooms, location and area of windows, roof overhangs, airlock entrances, together with thermal mass of buildings, building shape and lotting to maximize solar potential.

These features, when approved, shall constitute guidelines for the Architectural Control Committee in reviewing and approving the architectural aspects of all dwellings within the plan.

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

OTHER APPROVALS

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

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

33. M. of N.R. and C. A. 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 con-

tained within the plan. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City shall not be obligated to issue any building permits until provided with confirmation from the Conservation Authority and the Ministry that this requirement has been complied with.

34.
School
Sites

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

FINANCIAL

35.
Taxes

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

in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges outstanding against the lands within the plan shall be commuted for payment and paid in full prior to the release for registration of the plan by the City.

36. The Owner covenants and agrees to uncondi-
City Capital tionally pay to the City without protest or qualification
Contribu- the capital contributions set forth in Schedule E attached
tions hereto in the manner and at the times set forth in
Schedule E.

The City capital contributions required under this agreement may be changed at any time after December 31, 1988 by resolution of the Council of the City and in such event, the Owner agrees that this change shall be effective from the date of the resolution of the City.

The Owner agrees that any resolution of the City Council passed after the 31st day of December, 1988, altering the aforesaid capital contributions, shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

37. 37.1 The Owner covenants and agrees to pay to the
Regional Region, the levies set forth in Schedule F attached here-
Levies to, in the manner and at the times set forth in Schedule F
and the Owner further agrees that the policies set forth

in Schedule F shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

37.2 The Peel lot levy policy as it affects this plan may be changed by the Region at any time after December 31, 1988 by resolution of the Council of the Region and in such event, the Owners agree that this change shall be effective from the date of the resolution and this resolution shall automatically amend this agreement.

38.
Insurance

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

38.1 be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);

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

38.3 be effective for the period of this agreement, including the period of guaranteed maintenance;

- 38.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 38.5 contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and
- 38.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

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

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

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

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

39.
Perfor-
mance
Guarantee

39.1 Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City, a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security approved by the City Treasurer, in the amount of one hundred per cent (100%) of the cost of all the works required by this agreement as estimated by the Commissioners of Public Works, Planning and Development, and Community Services.

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

39.3 The City agrees to reduce, from time to time, the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in paragraph 39.1 hereof by an

amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Commissioners of Public Works, Planning and Development, and Community Services upon receipt of:

- 39.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid; and
- 39.3.2 a certificate of the Owner's consulting engineer and/or landscape architect certifying that it has received no notice of lien in respect of the completed works pursuant to the Construction Lien Act; and
- 39.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for such completed works, together with the proof of publication thereof.

The remaining ten per cent (10%) for the underground services and plant materials shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Commissioner of Public Works. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Commissioner of Public Works and all defects disclosed by such inspection shall be remedied by the Owner

at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty (30) days of the date of invoice from the City in addition to any other payments provided for in this agreement.

The remaining ten per cent (10%) for the aboveground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

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

40.

Bench
Marks

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

acres or less plus one bench mark for every additional twenty-five (25) acres within the registered plan. Location and type of bench mark to be agreed upon between the surveyor and the Commissioner of Public Works at the time the bench mark(s) is(are) to be established.

41.
Final
Acceptance
of Works

41.1 The performance by the Owner of its obligations under this agreement shall be a condition precedent to the final acceptance of the works by the City. Prior to the final acceptance of the works by the City, the Owner shall furnish the City with:

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

41.1.2 a certificate of the Owner's consulting engineer and landscape architect certifying that there are no outstanding or potential lien claims in respect of all of the completed works pursuant to the Construction Lien Act.

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

41.1.4 further that he has placed all bench marks as required under clause 40 and that he has provided the City Commissioner of Public Works with the description of location and elevation of these bench marks;

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

41.1.6 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for all the works constructed within the plan, together with proof of publication of these certificates.

41.2
Indemni-
fication

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

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

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

42.
Admini-
stration
Fees

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

GENERAL

43.
Convey-
ances

At no cost to the City or the Region, the Owner shall grant unto the City and the Region, free of encumbrances, the lands, easements and 0.3 metre (1 foot) reserves as required in Schedule C for municipal purposes. The Owner shall also grant gratuitously such other easements as may be required for municipal and Regional services and for other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City and the Region shall be lodged with the City before the registration of the plan or any part thereof.

44.
Solicitor's
Certificate

The Owner shall provide the City with a Solicitor's Certificate, within thirty (30) days of the registration of the subdivision plan, and prior to applying for any building permits, certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from encumbrance, and that the Grantor or the City, as the case may be, is or will be the registered owner thereof.

45.
Copies

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

45.2 Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of fifteen (15) copies of the registered plan.

46.
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 Public Works and Buildings.

47.
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.

48.
Govern-
mental
Agencies,
etc.
- Informa-
tion

The Owner shall provide, at its own expense, in all principal sales offices of the Owner or any building used for the sale of lots or dwelling units within the plan and in all model homes constructed within this plan, a conspicuous display area including a bulletin board to be used for the purpose of permitting all government agencies, including local boards, commissions, and utilities, to display at no cost, any information considered relevant and of interest to potential purchasers of lots or dwelling units within the plan. This

provision shall apply to all persons selling either lots or dwelling units within the plan and the Owner shall bring this clause to their attention by means of attaching a copy of it to all agreements of purchase and sale of all lots in the subdivision sold to such persons.

49. 49.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

49.
The
Construction
Lien Act

49.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the Act which affect any lands owned by the City, including public highways, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

49.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the

Region pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

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

49.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 49.2 of this agreement; and

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

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

50.

By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton

presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

51.
Agreement
Binding

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

52.
Discretion
Comm. of
Public Works

Wherever decisions are made within the meaning of this agreement by the Commissioner of Public Works, the discretion of the said Commissioner shall be exercised according to reasonable engineering standards.

53.
Approvals

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

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

54.
Cost of
Registra-
tion

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City, the cost of this registration and the cost of the registration of all con-

veyances of land, grants of easement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the City a sum of money as estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

55.
Mortgagees

55.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

55.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either alone or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

55.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an owner, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the

purchaser had executed this agreement in the capacity of owner.

55.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the land and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

56. The covenants, agreements, conditions and Successors undertakings herein contained on the part of the Owner & Assigns 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.

OPERATION 9 INC.

[Signature]
SECRETARY TITLE

[Signature]
TREASURER TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
KENNETH G. WHILLANS MAYOR

[Signature]
RALPH A. EVERETT CITY CLERK
ROBERT D. TUFTS ACTING CLERK

AUTHORIZATION BY-LAW.
NUMBER 287-84
PASSED BY CITY
COUNCIL ON THE 26th
DAY OF NOVEMBER 1984

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN REGIONAL CHAIRMAN

LARRY E. BUTTON REGIONAL CLERK

THE BANK OF NOVA SCOTIA

S. D. N. BELCHER
Senior Vice-President

TITLE

ASSISTANT SECRETARY

TITLE

THE TORONTO-DOMINION BANK

ASSISTANT GENERAL MANAGER

TITLE

TITLE

N.S. Document
No. 989/85
Approved for
Execution

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

FIRSTLY

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

SECONDLY

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

LB

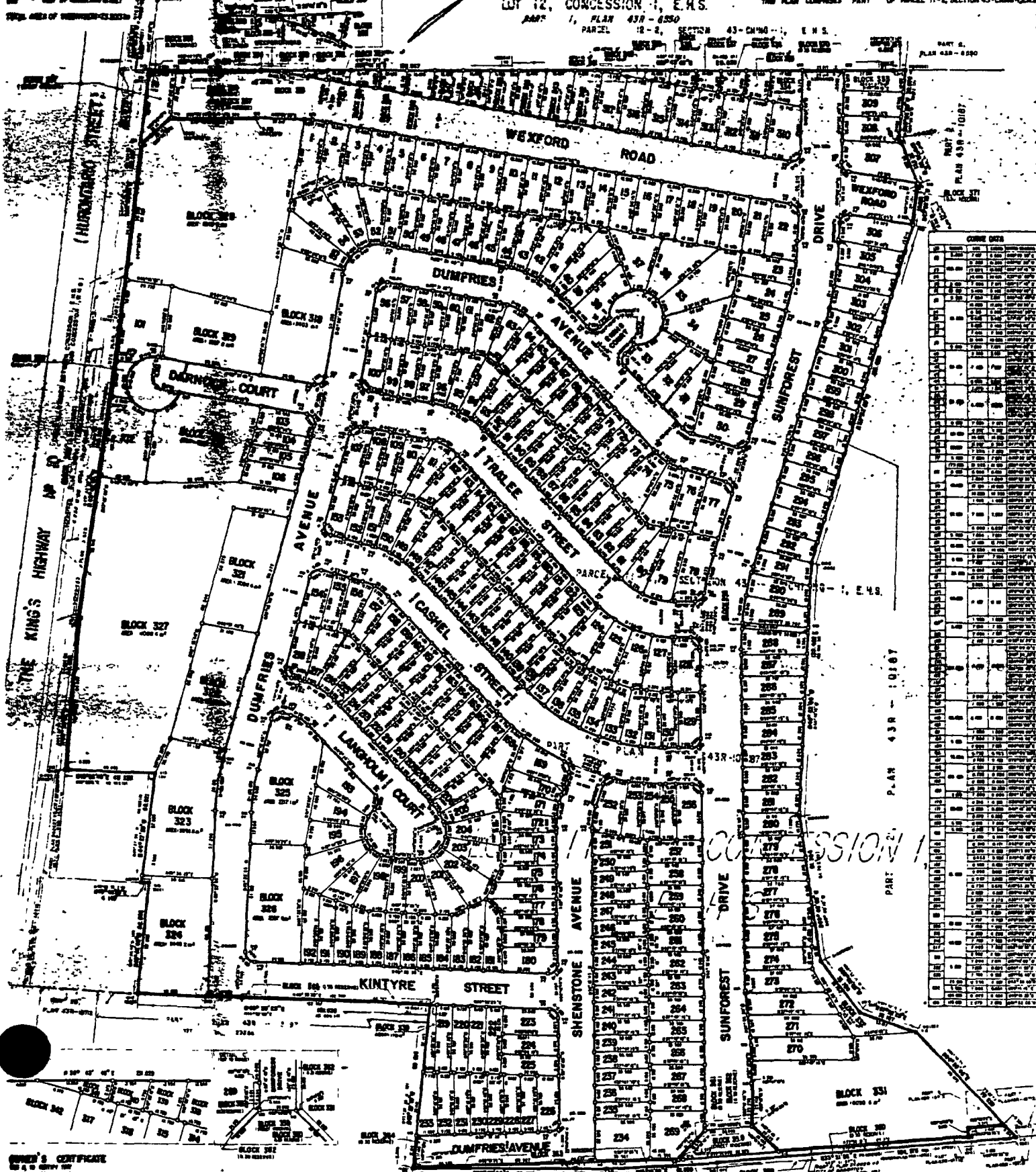
SCHEDULE B-WEST

PLAN OF SUBDIVISION OF PART OF LOT II, CONCESSION I EAST OF HURONTARIO STREET CITY OF BRAMPTON REGIONAL MUNICIPALITY OF PEEL
 SURVEYOR'S CERTIFICATE
 I, the undersigned, being duly qualified and sworn, do hereby certify that the above described plan and the boundaries and areas thereon are true and correct and approved and registered as plan document No. 43M-10167.

PLAN 43M-
 I CERTIFY THAT THIS PLAN HAS BEEN REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLED DIVISION OF LOT II, CONCESSION I, EAST OF HURONTARIO STREET, CITY OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL, AND APPROVED AND APPROVED ARE REGISTERED AS PLAN DOCUMENT NO. 43M-10167.

APPROVED: _____
 SURVEYOR

THE PLAN COMPRISES PART OF PARCEL 11-2, SECTION 43-CONG-1, E.M.S. PART 1, PLAN 43R-6550



OWNER'S CERTIFICATE
 I, the undersigned, being duly qualified and sworn, do hereby certify that the above described plan and the boundaries and areas thereon are true and correct and approved and registered as plan document No. 43M-10167.

OPERATION 9 INC.

SCHAEFFER & REINTHALER LIMITED
 ONTARIO LAND SURVEYORS
 48 MILLIKEN AVE. GERRARD ONT. M5N 1Y8 TEL. 416-223-8423
 DRAWN BY: _____ CHECKED: _____ SCALE: 1:1000 JOB NO. 84-359-2

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY

1. Lands for Park Purposes:
Block 327, as shown on Schedule B-West;
Block 48, as shown on Schedule B-East.
2. Lands for Open Space Purposes (Hazard Land):
Block 332, as shown on Schedule B-West;
Blocks 46 and 47, as shown on Schedule B-East
3. Lands for Walkways:
Blocks 329 and 355, as shown on Schedule B-West;
Block 64, as shown on Schedule B-East.
4. Lands for 0.3 Metre Reserves:
Blocks 360, 361, 363, 364, 366, 368, 369, and 370, all
as shown on Schedule B-West.

LANDS TO BE CONVEYED TO THE MINISTRY OF
TRANSPORTATION AND COMMUNICATIONS

1. Lands for Road Widening:
Blocks 356, 357, and 358, as shown on Schedule B-West;
Block 65, as shown on Schedule B-East.
2. Lands for 0.3 Metre Reserves:
Blocks 359, 362, 365, and 367, as shown on Schedule
B-West;
Block 66, as shown on Schedule B-East.
3. The Owner shall, prior to final approval of the plan, make
satisfactory arrangements with the M.T.C. to grant a temporary
easement on Highway No. 7 for a structure (bridge) widening.

MB

SPECIAL CLAUSES

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

2. Bovaird/
Kennedy
Agreement
- 2.1 The Owner agrees that all of the provisions of an agreement dated the 11th day of March, 1983, made between Heart Lake Developments Company Limited and First City Developments Corp. Ltd., carrying on business under the firm name and style of Heart Lake, of the first part, Lethbridge Developments Ltd., of the second part, Dexfield Investments Inc., of the third part, 517737 Ontario Limited, of the fourth part, Operation 9 Inc., of the fifth part, the City, of the sixth part, and the Region of the seventh part, and registered as Instrument No. 460258 on the 20th day of September, 1983 (herein called the "Bovaird/Kennedy Agreement"), shall remain in full force and effect and apply to the development of the lands except insofar as any provision of the Bovaird/Kennedy Agreement is specifically amended or superseded by the terms of this agreement. In the event there are any other inconsistencies or conflicts between the provisions of the Bovaird/Kennedy Agreement and this agreement, the provisions of the Bovaird/Kennedy Agreement shall apply.
- MD*

SCHEDULE D

2.2 Block 45, Schedule B-East, is a school site, Block 48, Schedule B-East, is a tableland park, and Block 332, Schedule B-West and Blocks 46 and 47, Schedule B-East, are all hazard lands for the purpose of interpreting and applying the provisions of the Bovaird/Kennedy Agreement.

3. The Owner shall support a zoning by-law amendment satisfactory to the City which will zone the lands in appropriate land use categories and contain appropriate regulations. Without limiting the generality of the foregoing, this by-law shall:

3.1 provide that the number of residential lots in the plan shall not exceed 363;

3.2 require a maximum rear yard setback of 1.5 metres and a minimum height of buildings of two storeys where residential lots are subject to the intrusion of noise through gaps between dwellings;

3.3 prohibit all buildings and structures of any kind, the placement of fill or the alteration of a watercourse, other than as required for flood or erosion control within Block 332, Schedule B-West, and Blocks 46 and 47, schedule B-East;

MS

SCHEDULE D

3.4 require a minimum setback of 10 metres for all buildings from Block 332, B-West, and Blocks 46 and 42, B-East.

4. The Owner shall include a maintenance easement up to Maintenance 1.2 metres in width in the conveyance of all lots on which the Easement dwelling situate thereon has been erected with a sideyard of less than 1.2 metres. It is intended that the width of the sideyard together with the width of the maintenance easement shall be at least 1.2 metres.

5. The Owner shall, in accordance with the City's fencing Park Fencing policy, erect fencing along the lot lines of all lots and blocks which abut Blocks 327 and 332, Schedule B-West, and Blocks 46, 47, and 48, Schedule B-East and in all other locations required by the City's fencing policy. The exact location and specifications for this fencing shall be shown on the landscape and fencing plan required to be approved by this agreement.

6. Utilities The Owner shall, prior to final approval of the plan, make satisfactory arrangements with the City and the Region for the relocation of any utilities necessitated by the development of the lands in accordance with the plan, including the granting to the City and the Region, at the Owner's expense, of any easements necessary to complete this relocation. The relocation of utilities shall be works within the meaning of this agreement.

7. The Owner shall:

T.C.

Traffic Report

7.1 prior to final approval of the plan, prepare and have approved by the City and the Ministry of Transportation and Communications (MTC), a traffic report documenting the anticipated peak hour turning volumes at the proposed street entrances to Highway No. 10 (Street No. 1) and Highway No. 7 (Sunforest Drive).

h B

SCHEDULE D

7.2 carry out or cause to be carried out any necessary works recommended by the report referred to in clause 7.1 of this Schedule;

7.3 prior to final approval of the plan, enter into an agreement with the MTC to assume any costs associated with any required intersection improvements, including left turn lanes on Highways 7 and 10;

8.
Block 328
B-West
(Commercial
Block)

8.1 The Owner shall construct a masonry wall 1.8 metres in height along the northeast and southeast boundaries of Block 328, Schedule B-West, where the Block abuts residential lots and blocks. This wall shall be erected by no later than one (1) year following the issuance of the first building permit for any lot or block abutting Block 328, Schedule B-West.

8.2 The Owner shall provide a landscaped buffer not less than 1.5 metres in width along the northeast and southeast boundaries of Block 328, Schedule B-West, where the Block abuts residential lots and blocks.

8.3 The exact location and specifications for the masonry wall and landscaped buffer shall be shown on the landscape and fencing plan required to be approved by this agreement, and the Owner shall provide a performance guarantee in accordance with paragraph 39 of this agreement to ensure completion of these works.

JmD

SCHEDULE D

8.4 The Owner shall erect and maintain a sign on Block 328, Schedule B-West, with wording satisfactory to the City, advising that a convenience shopping centre will be constructed on that Block.

9.
School
Boards

9.1 The Owner acknowledges and agrees that prior to final approval of the plan, the Owner will enter into an agreement with the Peel Board of Education for the acquisition by the Board of Block 45, Schedule B-East, in a condition satisfactory to the Board. This agreement shall contain a clause satisfactory to the City permitting the Board to assign its rights in the agreement to the City in the event that it does not require this Block for school purposes.

9.2 The Owner shall, prior to final approval of the plan, prepare and have approved by the City and the School Board, a site development plan for Block 45, Schedule B-East. This plan shall be prepared by a landscape architect.

9.3 The Owner shall erect signs containing wording satisfactory to the Peel Board of Education and the Dufferin Peel Roman Catholic Separate School Board at the entrances to the plan, which shall advise prospective purchasers that due to present school facilities some of the children from the subdivision may have to be accommodated in temporary facilities or bused to schools according to the respective School Board's Transportation Policy.

LMB

SCHEDULE D

9.4 The Owner or its successors in title shall, for a period of five (5) years from the date of registration of this agreement, include the following clause in all agreements of purchase and sale entered into for any residential lot, block, or dwelling unit on the plan:

"WHEREAS, despite the efforts of the Peel Board of Education and the Dufferin-Peel Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy."

10. The Owner shall:

E & D

Report 10.1 prior to final approval of the plan or any phase thereof, or prior to the initiation of any grading on the lands, whichever shall occur first, prepare and have approved by the City, the Metropolitan Toronto and Region Conservation Authority (MTRCA), and MTC, a detailed engineering and drainage report that:

10.1.1 describes the storm water drainage system for the development of the lands and how it will conform to the "Bovaird/Kennedy Master Drainage Plan";

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SCHEDULE D

- 10.1.2 contains a soils or slope stability study prepared by a geotechnical engineer indicating what setbacks and/or erosion control measures may be required in the vicinity of Blocks 331 and 332, Schedule B-West;
- 10.1.3 contains overall grading plans for the lands; and
- 10.1.4 contains detailed engineering drawings for the crossing of the valley (Blocks 46 and 47, Schedule B-East).
- 10.2 carry out or cause to be carried out to the satisfaction of the City, the MTRCA, and the MTC, the works recommended and approved in the report required by paragraph 10.1 and the "Bovaird/Kennedy Stormwater Management Plan" as it affects the lands within the plan.
- 10.3 prior to final approval of the plan, make arrangements satisfactory to the City in accordance with the provisions of paragraph 4 of the Bovaird/Kennedy Agreement for the implementation of the "Bovaird/Kennedy Stormwater Management Plan", including the carrying out of all regrading and provision of all storm water management works required to be provided by the Stormwater Management Plan. In the event the plan is registered and development of the lands proceeds prior to development of the lands to the east of the plan (Dexfield Investments Inc., Plan 21T-79073B) the Owner shall construct the storm water detention facility located across the Etobicoke Creek north of

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SCHEDULE D

Highway No. 7 as detailed in the Bovaird-Kennedy Storm Water Management plan. All the other requirements of the Bovaird-Kennedy Storm Water Management plan required to be provided on the lands shall be provided by the Owner.

10.4 obtain permits from the MTRCA for all works described in the report required by paragraph 10.1 of this Schedule.

10.5 prior to the initiation of any grading or construction on the lands, erect a temporary snow fence or other suitable barrier 2 metres inside the lot lines of all lots abutting Block 332, Schedule B-West, and Blocks 46 and 47, Schedule B-East. This barrier shall remain in place until all grading and construction on the lands are completed.

11. Church Site
Block 331
B-West

11.1 The Owner agrees that Block 331, Schedule B-West, shall be reserved for church purposes for a period of five (5) years from the date of registration of the plan and further agrees that neither it nor any builder within the plan shall apply for or be entitled to receive any building permits for this Block for residential purposes within the five (5) year period.

11.2 In the event this Block is not acquired for church purposes within the five (5) year period from the date of registration of the plan, the Block may be developed as residential lots and the Owner shall, if required by the City, prior to the issuance of any

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SCHEDULE D

building permits for the lots for residential purpose, enter into a further agreement with the City in a form satisfactory to the City for the development of the residential lots on this Block.

11.3 The Owner shall erect and maintain a sign containing wording satisfactory to the City advising prospective purchasers that the Block is being reserved for the purposes of a religious institution.

12. Sidewalks The Owner shall, at the option of the Commissioner of Public Works and Buildings, either install sidewalks along Highway No. 7 and Highway No. 10 where they abut the lands, or pay to the City prior to final approval of the plan, an amount equal to the estimated cost of these sidewalks as estimated by the Commissioner of Public Works and Buildings.

13. Phasing In addition to the phasing requirements of paragraph 2 of the Bovaird/Kennedy Agreement, the Owner shall, prior to final approval of the plan and if required by the City, enter into a development staging program agreement in a form satisfactory to the City to achieve continuity of roads and underground services.

14. Sunforest Drive & Street #1 The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for any dwelling units within the plan until such time as Sunforest Drive and Street No. 1 have been constructed to the stage required by paragraph 12 of this agreement and connect with each other and to Bovaird Drive (Highway No. 7) and Highway No. 10 respectively.

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SCHEDULE D

15. The Owner agrees that neither it nor any builder Ponders within the plan will apply for or be entitled to receive any building permits for residential lots or blocks lying wholly or partially within a 150 metre radius of the Ponders industrial buildings until such time as the City has been advised in writing by the Ministry of the Environment (ME) that the Ministry is satisfied that emissions from the Ponders industrial buildings will not longer affect these lots or blocks.

16. The Owner agrees that Blocks 330, and 333 to 354, both inclusive, as shown on Schedule B-West, and Blocks 49 to 63, Adjoining both inclusive, as shown on Schedule B-East, shall only be Subdivi- developed in conjunction with registered plans of subdivision sions for the development of lands to the northwest, south, and north-east of the plan. The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for these Blocks until such time as the plan of subdivision has been registered on the land abutting them and then permits shall only be issued in accordance with this subdivision agreement and the subdivision agreement for the abutting registered plan.

17. The Owner shall erect a masonry wall 1.8 metres in Block 324 height along the rear lot line of Block 324, Schedule B-West, B-West prior to the issuance of any building permits for this Block. The exact location and specifications for this wall shall be shown on the landscape and fencing plan required to be approved by this agreement.

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SCHEDULE D

18. The Owner agrees that the driveways on Lots 22, 269, 306, 307, and 310, Schedule B-West, shall be located as far from the adjacent intersection as possible. The exact locations of these driveways shall be shown on the site plan to be approved by the City prior to the issuance of the building permit for the particular lot.

19. The Owner shall provide full municipal services to the lands including any external works which may be required in the extension of the watermain on Highway No. 10 from Highway No. 7 to the north limit of the plan. All of these works shall be shown on the detailed plans required to be approved by this agreement prior to the final approval of the plan.

20. 20.1 The Owner shall:
Noise 20.1.1 agree that prior to the issuance of any building Requirements permits for Lots 1 to 10 both inclusive, 45 to 62 both inclusive, 94 to 114 both inclusive, 146 to 162 both inclusive, 168 to 281 both inclusive, and Blocks 318 and 326 both inclusive, Schedule B-West and Lots 18 to 27 both inclusive and Blocks 48 to 53 both inclusive, Schedule B-East, Valcoustics Canada Limited shall certify that the builder's plans for each dwelling unit to be constructed on the said lots have been prepared in accordance with the up-dated detailed acoustical report, prepared by Valcoustics Canada Limited and approved by the City of Brampton, the Region of Peel and the Ministry of the Environment, and show all of the noise control features required by the Acoustical Report. In addition, Valcoustics Canada Limited shall, prior to final acceptance of the works by the City of Brampton, certify that all of the noise control features required by the acoustical report have been provided and completed.

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SCHEDULE D

20.1.2 construct an acoustical barrier, on the westerly boundary of Block 327, having a height ranging from a minimum of 2.0 metres to 3.0 metres and the height of the acoustical barrier shall be relative to the proposed elevation of the westerly boundary. In addition, an acoustical barrier 1.8 metres in height shall be erected on the southerly boundary of Lot 102 and Block 320. The exact height, location and detailed specifications for the acoustical barrier shall be shown on the lot grading and landscape plans required to be approved by the City. The acoustical barrier shall be solid, with no holes or gaps, except in those locations indicated on the approved lot grading plan, and have a minimum surface density of four (4) pounds per square foot (20 kg per square metre).

20.1.3 install central air conditioning systems in each dwelling unit to be located on Lots 101, 102, 219 to 240 both inclusive, 265 to 271 both inclusive, and Blocks 319 and 320, Schedule B-West.

In all cases, the air cooled condenser unit shall be located in a noise insensitive area, or provision made for noise attenuation of the condenser unit, to the satisfaction of the Commissioner of Planning and Development of the City of Brampton.

20.1.4 install the necessary duct work for central air conditioning in each dwelling unit to be located on Lots 1 to 10 both inclusive, 45 to 62 both inclusive, 94 to 100 both inclusive, 103 to 114 both inclusive, 146 to 162 both inclusive, 168 to 218 both inclusive, 241 to 264 both inclusive, 272 to 281 both inclusive, and Blocks 318, 321 to 326 both inclusive, Schedule B-West, and Lots 18 to 27 both inclusive and Blocks 48 to 53 both inclusive, Schedule B-East.

20.1.5 include the following clause in the agreement of purchase and sale for Lots 101, 102, 219 to 240 both inclusive, 265 to 271 both inclusive, and Blocks 319 and 320, Schedule B-West:

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SCHEDULE D

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level exceeds the municipality's and the Ministry of the Environment's noise criteria.

I, the purchaser, hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the unit."

20.1.6 include the following clause in the agreement of purchase and sale for Lots 1 to 10 both inclusive, 45 to 62 both inclusive, 94 to 100 both inclusive, 103 to 114 both inclusive, 146 to 162 both inclusive, 168 to 218 both inclusive, 241 to 264 both inclusive, 272 to 281 both inclusive, and Blocks 318, 321 to 326 both inclusive, Schedule B-West and Lots 18 to 27 both inclusive and Blocks 48 to 53 both inclusive, Schedule B-East:

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise level exceeds the municipality's and the Ministry of the Environment's noise criteria.

This dwelling unit has been fitted with a forced air heating system and the ducting sized to accommodate a central air conditioning unit so that the occupants may at their option add central air conditioning to the unit to achieve a suitable indoor noise environment with closed windows.

NOTE: The air-cooled condenser unit for central air conditioning must be located in a noise insensitive area.

I, the purchaser, hereby agree to place these clauses in all subsequent offers of purchase and sale when I sell the unit."

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SCHEDULE D

20.1.7 install windows in the bedrooms of dwelling units constructed, in accordance with the following table:

SUMMARY OF WINDOW ACOUSTICAL REQUIREMENTS

<u>UNIT LOT</u>	<u>MINIMUM WINDOW RATING</u>
<u>Schedule B-West</u>	
226 to 233 235, 236, 268	Bedroom: STC 31**
234, 269 101, 102	Bedroom: STC 36
Blocks 319, 320	Bedroom: STC 33
219 to 225, 237 to 240, 265 to 267, 270, 271	OBC*
1 to 10, 45 to 62, 94 to 100, 103 to 106, 107 to 114, 146 to 162, 168 to 218, 241 to 264, 272 to 281	OBC
Blocks 321 to 326, 318	OBC
<u>Schedule B-East</u>	
18 to 27, Blocks 48 to 53	OBC

*OBC - Standard construction meeting requirements of the Ontario Building Code is adequate

**STC - Sound Transmission Class Rating (Reference ASTM-E413). Values shown are based on an assumed glazed area of 25% of floor area for bedrooms and living/dining rooms. A sliding glass walkout door should be considered as a window and be included in the percentage of glazing. For living/dining rooms, OBC requirements are acceptable. The final requirements are to be confirmed once house plans are available.

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SCHEDULE D

20.1.8 fully weatherstrip all exterior doors

20.1.9 display in all display areas referred to in Paragraph 48 of this agreement for all prospective purchasers a map showing Lots 1 to 10 both inclusive, 45 to 62 both inclusive, 94 to 114 both inclusive, 146 to 162 both inclusive, 168 to 281 both inclusive, and Blocks 318 to 326 both inclusive, Schedule B-West and Lots 18 to 27 both inclusive and Blocks 48 to 53 both inclusive, Schedule B-East, indicating in a colour coded form that the said lots are subject to environmental noise problems. This map shall be approved by the Commissioner of Planning and Development of the City of Brampton prior to being placed on public display. The Owner agrees that City Staff may be permitted to inspect all display areas during business hours to ensure compliance with this paragraph.

20.1.10 Prior to the issuance of building permits for Lots 101, 102, 234 and 269, Schedule B-West, the Owner shall have approved by the City, site plans pursuant to By-law 50-82, which shall implement the house siting design required to achieve acoustical attenuation.

21. The Owner shall include in the conveyance for Lots 1, 54, 55, 101, 102, and Blocks 318, 319, 320, and 324, Schedule B-West, a covenant satisfactory to the City of Brampton requiring that the acoustical barrier referred to in paragraph 20 of Schedule D to this agreement as installed, shall be retained, repaired or replaced by the purchaser. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original acoustical barrier.

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22.
Frontage
Charges

The Owner shall pay to the Region prior to final approval of the plan, the frontage charges for the existing watermain on Bovaird Drive along the Bovaird Drive frontage of the lands.

Cash-In-
Lieu of
Parkland

The Owner shall, prior to final approval of the plan, pay to the City the sum of Sixty-six Thousand, One Hundred and Ninety-five Dollars (\$66,195.00) as cash-in-lieu of the remainder of the parkland dedication requirement for the plan not satisfied by the conveyance of land to the City.

24.
Bridge
Works -
Wexford
Road

The Owner acknowledges that the bridge works on Wexford Road and the roadway approaches to this bridge within the hazard lands, complete with all required municipal service and watercourse realignment and channel works, all of which are referred to in paragraphs 1.1 and 1.2 of Schedule C to the Bovaird-Kennedy Agreement, shall be constructed in accordance with these paragraphs and in accordance with plans and specifications to be approved by the Commissioner of Public Works and Buildings and the Commissioner of Community Services prior to final approval of the plan. The design of all of these works shall accommodate pedestrian walkways under the bridge structure on both sides of the Etobicoke Creek.

CITY CAPITAL CONTRIBUTIONS

1. The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the following capital contributions less the deduction referred to in paragraph 1.6:

1.1 The sum of Two Thousand, Seven Hundred and Seventy Dollars (\$2,770.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;

1.2 The sum of One Thousand, Eight Hundred and Ninety-five Dollars (\$1,895.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;

1.3 The sum of One Thousand, One Hundred and Sixty-six Dollars (\$1,166.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;

1.4 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;

1.5 The capital contributions are effective the 22nd day of September, 1980 and shall be adjusted twice yearly on the 1st days of February and August in each year in direct

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relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year and the Index is to be applied to the net cost (cost prior to subtraction of debt allowance) as set out in the City's Capital Contribution Policy.

1.6 In accordance with the capital contribution policy of the City, the Owner shall be entitled to a total credit of

N I L

Dollars (\$) on account of the total capital contributions required by this agreement. This credit shall be applied at the rate of

N I L

Dollars (\$) per dwelling unit for each of the

N I L

() dwelling units shown on the plan. Capital Contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of

N I L

Dollars (\$) shall then be deducted from the capital contribution required for each dwelling unit.

1.7 In the event, during the development of the plan, it is determined from time to time that the final number of dwelling units to be constructed on the plan will be greater or lesser

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than N I L
() dwelling units, the credit per dwelling unit shall be, from time to time, recalculated and increased or decreased as the case may be to ensure that the Owner has received at the time of the issuance of the building permit for the last dwelling unit to be constructed on the plan, a total credit on account of the capital contributions required by this agreement of no more than or no less than N I L

Dollars (\$).

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PEEL LOT LEVIES

1. Peel lot levies are as follows:

		Base Contribution
		<u>January 1, 1974</u>
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	Single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

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