



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

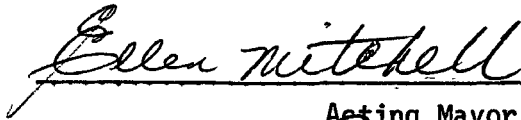
Number 8-79

A By-law to authorize the execution of an Agreement between Penrick Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel Elder Developments Limited. (LOT 763, PLAN 679)

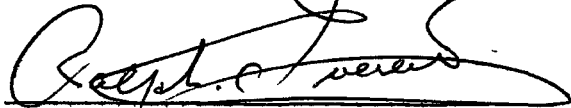
The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Penrick Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel Elder Developments Limited in the form attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in  
Open Council this 15th day of January, 1979.



Acting Mayor



Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 15<sup>th</sup>  
day of January, 1979.

B E T W E E N :

PENRICK INVESTMENTS LIMITED

hereinafter called 'the Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called 'the City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called 'the Region'

OF THE THIRD PART

A N D

PEEL ELDER DEVELOPMENTS LIMITED

hereinafter called 'the Mortgagees'

OF THE FOURTH PART

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

AND WHEREAS the Owner desires to subdivide and develop the lands in accordance with the site plan shown as Schedule 'B' attached hereto (herein called 'the site plan') and in accordance with a Reference Plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan 43R- , shown as Schedule 'B - 1' attached hereto (herein called 'the Reference Plan');

AND WHEREAS the Owner has applied to the City for a rezoning of the land to permit the development and the City is of the opinion that such development and rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the lands and agreeing to the development, the parties hereto agree each with the other as follows:

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

1.

Muni-  
cipal  
Engineer

For the purposes of this agreement, "Municipal Engineer" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.

2.

"Works"

For the purposes of this agreement, "the works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Municipal Engineer and/or Parks and Recreation Director within twelve months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

3.  
Consult-  
ing  
Engineer

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

- (a) design;
- (b) prepare and furnish all required drawings;
- (c) prepare the necessary contracts;
- (d) obtain the necessary approvals in conjunction with the City or its agents;
- (e) provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Municipal Engineer. The Municipal Engineer may, where reasonably necessary, require the Owner to provide a Resident Engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;
- (f) obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cronoflex reproductions with the City Engineer and Mylar duplicates with the Commissioner of Public Works for the Region of Peel;
- (g) furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Engineer;
- (h) prepare and provide the City, for each lot or block within the plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

- (i) prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision;
- (j) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

4.

Owner's  
Expense

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

5.

Storm  
Sewers

(a) The Owner shall construct and complete storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all the lands within the plan and adjacent road allowances according to designs approved by the City Engineer and in accordance with the specifications of the City in effect on the day of approval by the City Engineer. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage, until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Engineer and shall be constructed according to designs approved by the City Engineer and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the City Engineer, will require their

use as trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

Sani-  
tary  
Sewers

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

Water  
Systems

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

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

6. The Owner shall remove and stockpile all top soil and shall rough grade to the full width all road allowances and walkways (except where existing trees are to be retained) as shown on the plan prior to the installation or construction of watermains, sanitary sewers, curbs, gutters, sidewalks or utilities. The Owner further agrees to keep the boulevards free and clear of all materials and obstructions.

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

Private Roads (b) The Owner agrees that on any multi-family blocks, all private roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

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

8.  
Curbs

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

9.  
Pedes-  
trian  
Ways

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

10.  
Street  
name and  
traffic  
signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region for all traffic devices as shown on the approved engineering plans installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

11.  
Street  
Lights

The Owner shall construct and install to the City or Region's specifications a street lighting system along all roads shown on the plan to the satisfaction of the Municipal Engineer and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two months after the first occupancy on each street.

12.  
Building  
Permits

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



the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter and all granular material required up to and including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Building & Zoning Co-ordinator and the City Engineer. Each building permit application shall be accompanied by the certificate referred to in paragraph 3 (g) of this agreement.

13.  
Maintain  
gravel  
base

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

14.

Com-  
mence-  
ment of  
construc-  
tion

The Owner shall not commence construction of any of the works required by this agreement until the detailed engineering and landscape plans and specifications of such works have been approved by the Municipal Engineer and Director of Parks and Recreation, respectively, and such approval has been signified by appropriate signatures on the original plans and specifications but such signatures shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. And further, the Owner shall not commence construction of any of the works required by this agreement until the detailed landscape plans and specifications have been approved by the Director of Parks and Recreation and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

15.

Main-  
tenance  
of ser-  
vices

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

(b) The Owner shall maintain all of the aboveground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two year period after which it shall place top course asphalt and complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the Municipal Engineer shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from its obligations under this agreement.

16.

Owner  
in  
default

If, in the opinion of the Municipal Engineer, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten clear days after such notice, then, in that case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the City or Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

17.

Exist-  
ing and  
final  
eleva-  
tions

Prior to the registration of the plan, the Owner shall submit to the City Engineer and Director of Parks and Recreation a plan or plans showing:

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

18.

Lot and  
block  
grading  
and  
drain-  
age

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

19.

Undeveloped blocks and 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 Engineer. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Engineer on all vacant blocks and lots within built-up areas in the plan. Such maintenance will include weed control by annual spraying; grass and weed cutting to maintain a height not exceeding six inches; cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Engineer.

20.

Occupancy permits

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

21.

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 Engineer may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks and walkways are required to provide safe passage to and from schools and other facilities.

22..

Main-  
tenance  
of  
roads and  
snow  
plowing

The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the said plan of subdivision upon which such work has been done. The Owner hereby acknowledges that if the City by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and covenants that it will make no claim against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.

di-  
t-  
com-  
pletion

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

24.

Top soil  
comple-  
tion

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

25.

Lot sod-  
ing and  
tree  
planting

The Owner shall apply a minimum of four inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of one deciduous tree (minimum two and one-half inch caliper) on the boulevard in front of each lot or semi-detached or townhouse unit and on the boulevard flanking each corner lot or corner unit, and at forty foot intervals in front of all other blocks and plant other trees as required in accordance with the landscaping specifications of the City of Brampton and as shown on the landscape plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a one-year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one-year period.

26.

Parkland  
specifi-  
cations

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

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

All work required on watercourses within the plan shall be shown on the landscape plans and must be to the satisfaction of the Director of Parks and Recreation, the City Engineer, and the conservation authority where applicable.

27.

Fencing

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

28.

Park  
develop-  
ment

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

29.

Tree  
protec-  
tion

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

30.

Archi-  
tectural  
Control  
Commit-  
tee

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

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

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



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

OTHER APPROVALS

31.

Regional  
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads 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.

Ministry  
of  
Natural  
Resources  
and Con-  
servation  
Author-  
ity  
Approval

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the conservation authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses contained within the plan. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City

shall not be obligated to issue any building permits until provided with confirmation from the conservation authority and Ministry that this requirement has been complied with.

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

36.

City &  
Region  
Levies

The Owner covenants and agrees to pay to the City and the Region the levies set forth in Schedule 'E' attached hereto in the manner and at the times set forth in Schedule 'E'.

37  
changes  
in levies

The levies required under this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region take effect with respect to the development covered by this agreement earlier than two full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that, after the aforesaid two year period, any resolution of City or Regional Council altering the aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

38.

Insur-  
ance

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

(1) Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security approved by the City Treasurer, in the amount of one hundred per cent of the cost of all the works required by this agreement as estimated by the Municipal Engineer;

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

(3) Upon the failure by the Owner to complete a specified part of the work requested by the Municipal Engineer and in the time requested, the City Treasurer may at any time authorize the use of all or part of the cash deposit, letter of credit or other negotiable security as referred to in subparagraphs (1) and (2) above to pay the cost of any part of the works the Municipal Engineer may deem necessary.

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

(5) The City agrees to reduce from time to time the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Municipal Engineer upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the

underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Municipal Engineer. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Municipal Engineer and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the above ground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

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

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

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

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

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

(7) Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any guarantee bond or other security where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the Municipal Engineer of works which have not yet been accepted by the City as being completed and the Owner shall be required to supply such details of completed and uncompleted works as are required by the Municipal Engineer.

40. The Owner shall use only approved City, Regional or M.T.C. first or second order bench marks for establishing elevations throughout the development. Prior to the end of the maintenance period of the aboveground works, the Owner's Surveyor shall establish one permanent second order bench mark for the first 25 acres or less plus one bench mark for every additional 25 acres within the Registered Plan. Location and type of bench mark to be agreed upon between the surveyor and the City Engineer at the time the bench mark(s) is(are) to be established.

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

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

Bench  
Marks

Final  
Accept-  
ance of  
works

- (ii) a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one month prior to the application by the Owner for final acceptance of the works;
- (iii) further that he has placed all bench marks as required under Clause 42 and that he has provided the City Engineer with the description of location and elevation of these bench marks.
- (iv) one complete set of inked "as constructed" linens or cronoflex reproductions of all works including lot grading.

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



cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the Municipal Engineer and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

GENERAL

43. |  
Convey-  
ances

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

44. |  
Certi-  
ficate

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

Copies  
of  
plans

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

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

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 Building and Zoning Co-ordinator.

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.

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.

49.

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.

50.

Discretion of  
Municipal  
Engineer

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

51. The City shall forthwith after the rezoning by-law  
One Foot Reserves is approved by the Ontario Municipal Board, pass a by-law  
dedicating part of the one foot reserve on Kennedy Road South  
shown as Part 15 on the Reference Plan as a public highway.

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

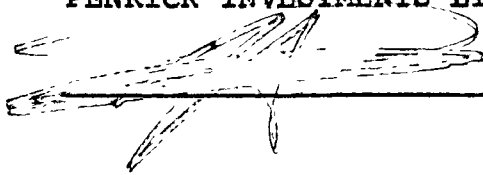
53. The Mortgagees join herein to consent to the  
Mortgagees terms herein and covenant and agree that in the event that  
the lands become vested in the said Mortgagees or any of  
them, they shall be required to comply with the terms herein  
to the same extent as if they had joined as owners.

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

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

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

PENRICK INVESTMENTS LIMITED

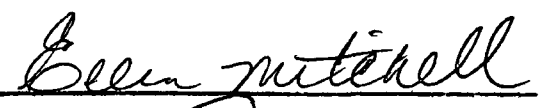


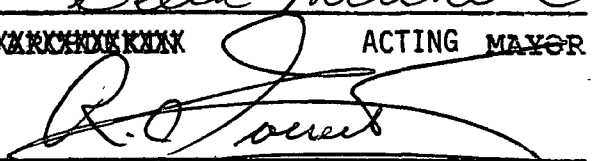
PRESIDENT  
TITLE

TITLE

AUTHORIZATION BY-LAW  
NUMBER 8-79  
PASSED BY CITY  
COUNCIL ON THE 15<sup>th</sup>  
DAY OF January 19 79

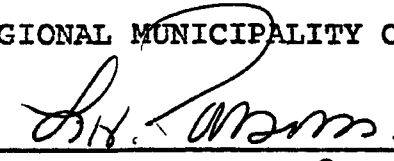
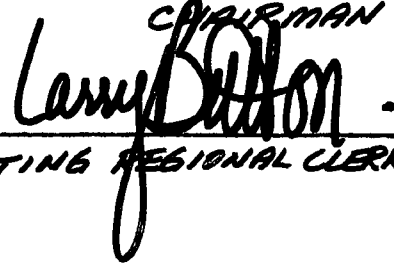
THE CORPORATION OF THE CITY OF BRAMPTON

  
~~JAMES XXXXXXXXXX~~ ACTING MAYOR

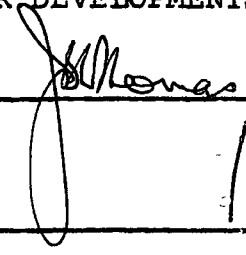
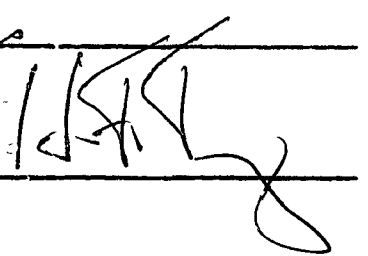
  
ACTING CLERK

AUTHORIZATION BY-LAW  
NUMBER.....23-79.....  
PASSED BY THE REGIONAL  
COUNCIL ON THE....22<sup>ND</sup>....  
DAY OF FEBRUARY 19 79

THE REGIONAL MUNICIPALITY OF PEEL

  
CHAIRMAN TITLE  
  
ACTING REGIONAL CLERK TITLE

PEEL ELDER DEVELOPMENTS LIMITED

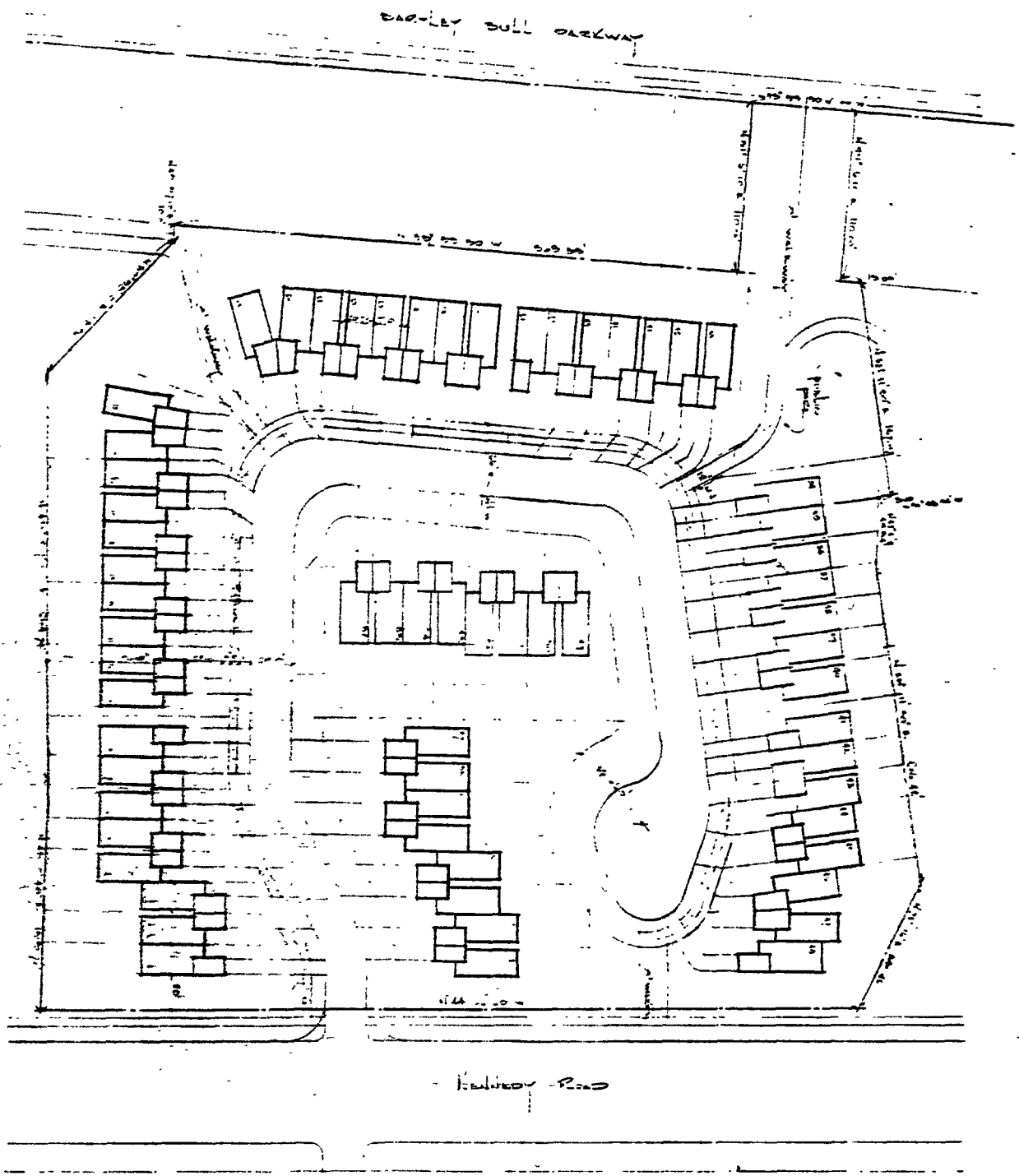
  


Schedule A

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of part of Lot 763, according to a plan of subdivision registered in the Land Registry Office for the Registry Division of Peel (No. 43) as number 679, designated as Parts 2, 6 and 7 on a reference plan filed in the said Land Registry Office as number 43R-5457.

**SCHEDULE 'B'**



**Site, Subdivision & General Notes**

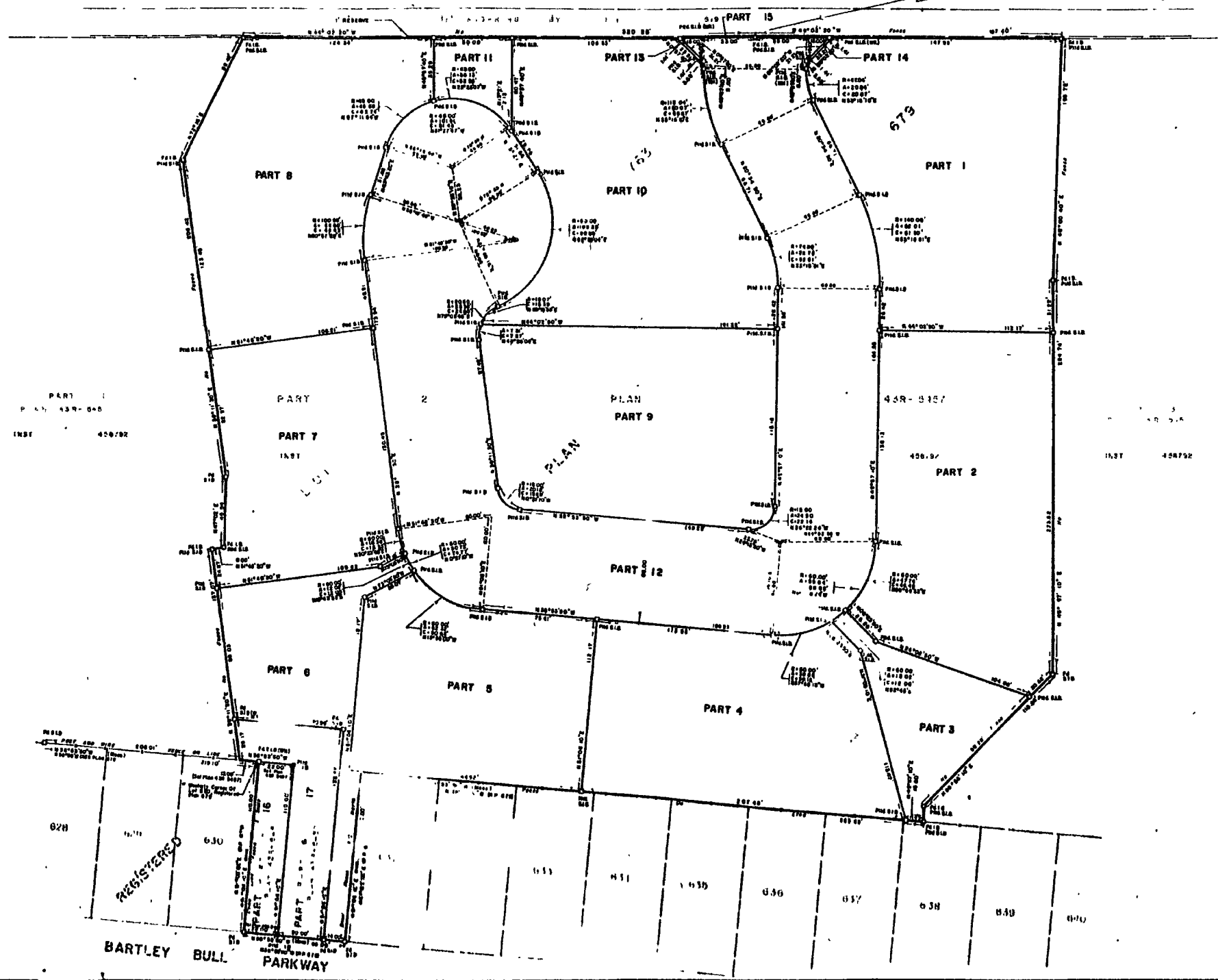
1. Total area: 100,000 sq. ft.  
 2. Total lots: 100  
 3. Total area: 100,000 sq. ft.  
 4. Total area: 100,000 sq. ft.  
 5. Total area: 100,000 sq. ft.  
 6. Total area: 100,000 sq. ft.  
 7. Total area: 100,000 sq. ft.  
 8. Total area: 100,000 sq. ft.  
 9. Total area: 100,000 sq. ft.  
 10. Total area: 100,000 sq. ft.  
 11. Total area: 100,000 sq. ft.  
 12. Total area: 100,000 sq. ft.  
 13. Total area: 100,000 sq. ft.  
 14. Total area: 100,000 sq. ft.  
 15. Total area: 100,000 sq. ft.  
 16. Total area: 100,000 sq. ft.  
 17. Total area: 100,000 sq. ft.  
 18. Total area: 100,000 sq. ft.  
 19. Total area: 100,000 sq. ft.  
 20. Total area: 100,000 sq. ft.  
 21. Total area: 100,000 sq. ft.  
 22. Total area: 100,000 sq. ft.  
 23. Total area: 100,000 sq. ft.  
 24. Total area: 100,000 sq. ft.  
 25. Total area: 100,000 sq. ft.  
 26. Total area: 100,000 sq. ft.  
 27. Total area: 100,000 sq. ft.  
 28. Total area: 100,000 sq. ft.  
 29. Total area: 100,000 sq. ft.  
 30. Total area: 100,000 sq. ft.  
 31. Total area: 100,000 sq. ft.  
 32. Total area: 100,000 sq. ft.  
 33. Total area: 100,000 sq. ft.  
 34. Total area: 100,000 sq. ft.  
 35. Total area: 100,000 sq. ft.  
 36. Total area: 100,000 sq. ft.  
 37. Total area: 100,000 sq. ft.  
 38. Total area: 100,000 sq. ft.  
 39. Total area: 100,000 sq. ft.  
 40. Total area: 100,000 sq. ft.  
 41. Total area: 100,000 sq. ft.  
 42. Total area: 100,000 sq. ft.  
 43. Total area: 100,000 sq. ft.  
 44. Total area: 100,000 sq. ft.  
 45. Total area: 100,000 sq. ft.  
 46. Total area: 100,000 sq. ft.  
 47. Total area: 100,000 sq. ft.  
 48. Total area: 100,000 sq. ft.  
 49. Total area: 100,000 sq. ft.  
 50. Total area: 100,000 sq. ft.  
 51. Total area: 100,000 sq. ft.  
 52. Total area: 100,000 sq. ft.  
 53. Total area: 100,000 sq. ft.  
 54. Total area: 100,000 sq. ft.  
 55. Total area: 100,000 sq. ft.  
 56. Total area: 100,000 sq. ft.  
 57. Total area: 100,000 sq. ft.  
 58. Total area: 100,000 sq. ft.  
 59. Total area: 100,000 sq. ft.  
 60. Total area: 100,000 sq. ft.  
 61. Total area: 100,000 sq. ft.  
 62. Total area: 100,000 sq. ft.  
 63. Total area: 100,000 sq. ft.  
 64. Total area: 100,000 sq. ft.  
 65. Total area: 100,000 sq. ft.  
 66. Total area: 100,000 sq. ft.  
 67. Total area: 100,000 sq. ft.  
 68. Total area: 100,000 sq. ft.  
 69. Total area: 100,000 sq. ft.  
 70. Total area: 100,000 sq. ft.  
 71. Total area: 100,000 sq. ft.  
 72. Total area: 100,000 sq. ft.  
 73. Total area: 100,000 sq. ft.  
 74. Total area: 100,000 sq. ft.  
 75. Total area: 100,000 sq. ft.  
 76. Total area: 100,000 sq. ft.  
 77. Total area: 100,000 sq. ft.  
 78. Total area: 100,000 sq. ft.  
 79. Total area: 100,000 sq. ft.  
 80. Total area: 100,000 sq. ft.  
 81. Total area: 100,000 sq. ft.  
 82. Total area: 100,000 sq. ft.  
 83. Total area: 100,000 sq. ft.  
 84. Total area: 100,000 sq. ft.  
 85. Total area: 100,000 sq. ft.  
 86. Total area: 100,000 sq. ft.  
 87. Total area: 100,000 sq. ft.  
 88. Total area: 100,000 sq. ft.  
 89. Total area: 100,000 sq. ft.  
 90. Total area: 100,000 sq. ft.  
 91. Total area: 100,000 sq. ft.  
 92. Total area: 100,000 sq. ft.  
 93. Total area: 100,000 sq. ft.  
 94. Total area: 100,000 sq. ft.  
 95. Total area: 100,000 sq. ft.  
 96. Total area: 100,000 sq. ft.  
 97. Total area: 100,000 sq. ft.  
 98. Total area: 100,000 sq. ft.  
 99. Total area: 100,000 sq. ft.  
 100. Total area: 100,000 sq. ft.

<b>GENERAL NOTES</b> DO NOT SCALE DRAWING ALL DIMENSIONS TO BE SHOWN AND GIVEN ON THE JOB AND NOT NEARLY APPROXIMATE TO BE ACCEPTED BY THE AGENCIES. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.	
<b>PROPOSED TOWNHOUSES</b> PENRICK INVESTMENTS KENNEDY NO. 1000000	
<b>SITE PLAN 763</b>	
SHEET NO. 1 OF 1	PROJECT NO. <b>780076</b>
DATE 1/1/78	DRAWN BY G. BATTAGLIN
CHECKED BY G. BATTAGLIN	SCALE 1" = 20'

PLAN MATERIAL  
 MATERIAL - 1/4" = 1' 0"  
 SCALE - 1/4" = 1' 0"  
 DATE - 1978

ROAD ALLOWANCE BETWEEN CONDUCTIONS 1 AND 2 (KENNEDY ROAD SOUTH)

RECEIVED AND DEPOSITED AS  
 PLAN 43R-  
 DATE -  
 CAUTION THIS PLAN IS NOT A  
 PLAN OF SUBDIVISION WITHIN  
 THE MEANING OF SECTION 29,  
 32 OR 33 OF THE PLANNING ACT



FIELD NOTES AND  
 PLAN OF SURVEY  
 OF PART OF  
 LOT 763 REGISTERED PLAN 679  
 1<sup>ST</sup> RESERVE BY REGISTERED PLAN 679  
 FORMERLY TOWN OF BRAMPTON  
 COUNTY OF PEEL  
 NOW IN THE  
 CITY OF BRAMPTON  
 REGIONAL MUNICIPALITY OF PEEL  
 SCALE: 1 INCH = 30 FEET  
 A. BRAMPTON, O.L.S.  
 1978

PART	LOT	PLAN	AREA (SQ FT)
1	763	679	25,045
2	763	679	25,045
3	763	679	25,045
4	763	679	25,045
5	763	679	25,045
6	763	679	25,045
7	763	679	25,045
8	763	679	25,045
9	763	679	25,045
10	763	679	25,045
11	763	679	25,045
12	763	679	25,045
13	763	679	25,045
14	763	679	25,045
15	763	679	25,045
16	763	679	25,045
17	763	679	25,045

BEARING NOTE  
 BEARINGS HEREON ARE ASTROPHOTIC DERIVED  
 FROM THE SURVEY OF THE NORTHWEST  
 QUARTER OF SECTION 29, TOWNSHIP 22 N.,  
 RANGE 18 E., DISTRICT OF YORK  
 (1) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (2) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (3) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (4) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (5) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (6) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (7) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (8) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (9) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (10) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (11) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (12) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (13) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (14) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (15) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (16) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK  
 (17) BEARING HEREON IS THE BEARING OF THE  
 SURVEY OF THE NORTHWEST QUARTER OF  
 SECTION 29, TOWNSHIP 22 N., RANGE 18 E.,  
 DISTRICT OF YORK

REGISTERED  
 BARTLEY BULL  
 PARKWAY  
 630  
 631  
 632  
 633  
 634  
 635  
 636  
 637  
 638  
 639  
 640  
 641  
 642  
 643  
 644  
 645  
 646  
 647  
 648  
 649  
 650  
 651  
 652  
 653  
 654  
 655  
 656  
 657  
 658  
 659  
 660  
 661  
 662  
 663  
 664  
 665  
 666  
 667  
 668  
 669  
 670  
 671  
 672  
 673  
 674  
 675  
 676  
 677  
 678  
 679  
 680  
 681  
 682  
 683  
 684  
 685  
 686  
 687  
 688  
 689  
 690  
 691  
 692  
 693  
 694  
 695  
 696  
 697  
 698  
 699  
 700  
 701  
 702  
 703  
 704  
 705  
 706  
 707  
 708  
 709  
 710  
 711  
 712  
 713  
 714  
 715  
 716  
 717  
 718  
 719  
 720  
 721  
 722  
 723  
 724  
 725  
 726  
 727  
 728  
 729  
 730  
 731  
 732  
 733  
 734  
 735  
 736  
 737  
 738  
 739  
 740  
 741  
 742  
 743  
 744  
 745  
 746  
 747  
 748  
 749  
 750  
 751  
 752  
 753  
 754  
 755  
 756  
 757  
 758  
 759  
 760  
 761  
 762  
 763  
 764  
 765  
 766  
 767  
 768  
 769  
 770  
 771  
 772  
 773  
 774  
 775  
 776  
 777  
 778  
 779  
 780  
 781  
 782  
 783  
 784  
 785  
 786  
 787  
 788  
 789  
 790  
 791  
 792  
 793  
 794  
 795  
 796  
 797  
 798  
 799  
 800  
 801  
 802  
 803  
 804  
 805  
 806  
 807  
 808  
 809  
 810  
 811  
 812  
 813  
 814  
 815  
 816  
 817  
 818  
 819  
 820  
 821  
 822  
 823  
 824  
 825  
 826  
 827  
 828  
 829  
 830  
 831  
 832  
 833  
 834  
 835  
 836  
 837  
 838  
 839  
 840  
 841  
 842  
 843  
 844  
 845  
 846  
 847  
 848  
 849  
 850  
 851  
 852  
 853  
 854  
 855  
 856  
 857  
 858  
 859  
 860  
 861  
 862  
 863  
 864  
 865  
 866  
 867  
 868  
 869  
 870  
 871  
 872  
 873  
 874  
 875  
 876  
 877  
 878  
 879  
 880  
 881  
 882  
 883  
 884  
 885  
 886  
 887  
 888  
 889  
 890  
 891  
 892  
 893  
 894  
 895  
 896  
 897  
 898  
 899  
 900  
 901  
 902  
 903  
 904  
 905  
 906  
 907  
 908  
 909  
 910  
 911  
 912  
 913  
 914  
 915  
 916  
 917  
 918  
 919  
 920  
 921  
 922  
 923  
 924  
 925  
 926  
 927  
 928  
 929  
 930  
 931  
 932  
 933  
 934  
 935  
 936  
 937  
 938  
 939  
 940  
 941  
 942  
 943  
 944  
 945  
 946  
 947  
 948  
 949  
 950  
 951  
 952  
 953  
 954  
 955  
 956  
 957  
 958  
 959  
 960  
 961  
 962  
 963  
 964  
 965  
 966  
 967  
 968  
 969  
 970  
 971  
 972  
 973  
 974  
 975  
 976  
 977  
 978  
 979  
 980  
 981  
 982  
 983  
 984  
 985  
 986  
 987  
 988  
 989  
 990  
 991  
 992  
 993  
 994  
 995  
 996  
 997  
 998  
 999  
 1000

LANDS TO BE CONVEYED TO THE CITY

1. Lands for Road

The Owner shall convey Part 12, shown on the Reference Plan for public highway purposes.

2. Lands for One Foot Reserves

The Owner shall convey Parts 13 and 14 shown on the Reference Plan for One Foot Reserves.

3. Lands for Parks and Other Public Purposes

The Owner shall convey Parts 3, 6, 11, 16 and 17 for Parks and Other Public Purposes



SPECIAL CLAUSES

1.

Inter-  
preta-  
tions

(a) Wherever in the text of this agreement, reference is made to Schedule 'B', it shall be deemed to be a reference to Schedules 'B' and 'B - 1' combined, unless the context requires otherwise.

(b) Wherever the term 'plan' is used in the text of this agreement, it shall mean the site plan and the Reference Plan combined, unless the context requires otherwise.

(c) Wherever the term 'block' is used in the text of this agreement, it shall mean a 'Part' on the Reference Plan.

2.

Site  
Plan

The lands shall be developed only in accordance with the site plan and the Reference Plan annexed hereto as Schedules 'B' and 'B - 1' provided that the zoning by-law to be passed by the City to permit the proposed development receives the approval of the Ontario Municipal Board.

3.

Fencing

The Owner agrees to erect, at its own expense, a four (4) foot high chain link fence around the perimeter of each rear yard of each street townhouse dwelling unit on the lot line separating the rear yards according to Schedule 'B'. The Owner agrees to construct and fence to the current City specifications all public walkways on the plan prior to the sale of the abutting residential lots and all other fencing required under this agreement or indicated on any landscape plan required under this agreement in conjunction with the grading and sodding of abutting lots.

4.

Front-to  
Rear  
Access

All street townhouse dwelling units to be constructed on the lands shall be designed and constructed so as to provide access from front yard to rear yard for lawn and garden maintenance equipment and other similar equipment without passing through a habitable room which includes the kitchen, dining room, family room or living room in the dwelling unit and the Owner acknowledges that the City shall not issue any building permits for dwelling units which do not contain this provision.

5.

Road

The Owner shall convey to the City, at its own expense, free of all encumbrances Part 12 shown on the Reference Plan for the purpose of a public highway. The Owner acknowledges that the City will not pass a by-law assuming this road for public use by the City until such time as the maintenance periods set out in paragraph 15 of this agreement have expired and the Municipal Engineer has recommended that the road be assumed by the City as contemplated by paragraph 15. The Owner, in conveying Part 12 to the City shall reserve a right-of-way over it until such time as the City has passed a by-law assuming the road for public use and shall convey a right-of-way to all purchasers of dwelling units on the plan.

The Owners and their successors and assigns agree that they shall not make any claims on the City pursuant to paragraph 427 of The Municipal Act, R.S.O. 1970 chapter 284 or any successors to this section until such time as the road is assumed for public use by the City and until such time as this by-law is passed, the Owners agree to indemnify and save harmless the City from and against any and all claims and demands, whether for injuries to persons or loss of life or damage to property occurring or arising directly or indirectly out of the construction or the use of the road by any person.

SCHEDULE 'D'

Page 2 of 2

6. If required by the Municipal Engineer, the Owner shall, at its own expense and in accordance with a location and plans and specifications approved by the Municipal Engineer, construct or erect traffic signals and acceleration/deceleration lanes at the intersection of Glidden Road and Kennedy Road South.
- Traffic  
Signals
7. The Owner shall, prior to registration of the plan, pay to the City, the sum of Thirty Thousand, One Hundred and Fifty-Nine Dollars and Thirty-Six Cents (\$30,159.36) as cash-in-lieu of the remainder of the parkland dedication requirement not satisfied by the conveyance of land to the City.
- Parkland  
Contri-  
bution

SCHEDULE 'E'

CITY AND REGIONAL LEVIES

1.  
City  
levies

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

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or townhouse building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

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

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

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

2.

Tax  
Stabili-  
zation  
Levy

Recognizing the tax impact of new development on the taxes on existing properties in the City of Brampton, the Owner agrees that in addition to all other levies provided for by this agreement the Owner will pay to the City a levy with respect to all residential units calculated as follows:

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

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

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

3.

Road and  
Bridge  
Levy

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

These levies shall be paid as follows:

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

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

4.

Regional  
Levies

The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

For apartment type residential development:

\$600.00 per dwelling unit under 900 square feet in area;

\$900.00 per dwelling unit having an area from 900 to 1,150 square feet;

\$1,200.00 per dwelling unit over 1,150 square feet in area.

The above levies shall be effective 1st January 1974 and be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year. Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.

No. **529632**  
Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

In The Land  
Registry Office  
at Brampton,  
Ontario.

*Vera Porter*  
LAND REGISTRAR

DATED: 15 JAN 1979

PENRICK INVESTMENTS LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

PEEL ELDER DEVELOPMENTS  
LIMITED

---

A G R E E M E N T

---

JOHN G. METRAS,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6v 1A4

PASSED January 15th 19 79

---



# BY-LAW

No. 8-79

A By-law to authorize the execution of an Agreement between Penrick Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel Elder Developments Limited. (LOT 763, PLAN 674)