



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 29-90

To authorize the execution of an agreement between
Rosalie Betty Kurtz and Sally Solomon and
The Corporation of the City of Brampton and
The Regional Municipality of Peel and
Canada Trustco Mortgage Company.

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 1990 02 26, between Rosalie Betty Kurtz and Sally Solomon and The Corporation of the City of Brampton and The Regional Municipality of Peel and Canada Trustco Mortgage Company 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 February, 1990.

KENNETH G. WHILLANS

MAYOR

LEONARD J. MIKULICH

CLERK

REZONING/SITE PLAN AGREEMENT

this ⁴26th MEMORANDUM OF AGREEMENT made in duplicate
day of FEBRUARY, 1990.

B E T W E E N :

ROSALIE BETTY KURZ AND SALLY SOLOMON,
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

CANADA TRUSTCO MORTGAGE COMPANY,
hereinafter called the "Mortgagees"
OF THE FOURTH PART,

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development 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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 96-86 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1.
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 all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, bus stop pads, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for

DEC./89/ICL

the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Approved
Site Plan

2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.
Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.
Access

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.
Clean
Site

6.1 During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality's own equipment and employees or by an

independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Commissioner.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

7.1 The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

7.2 All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

7.3 The Owner shall not do any blasting or use any pile driving equipment on lands owned by the City or the Region or both of them without the written consent of the City or the Region or both of them. The Owner agrees that it will be a condition of such consent that the Owner provide insurance coverage satisfactory to the City providing coverage for damage or loss from blasting or the use of pile driving equipment.

8.
Storm
Drainage

8.1 The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

9.
Approved
Plans

The Owner shall, at its own expense:

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or

other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.3 in the event:

9.3.1 any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement; or

9.3.2 any approved plan referred to in Schedule B attached hereto is subsequently amended,

such plans when approved or approved as amended shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

9.4 The Owner shall:

9.4.1 provide competent engineering inspection to the satisfaction of the City for all works constructed on public lands, including road allowances.

9.4.2 prepare and provide the City with "as constructed" original drawings for all works constructed on public lands, including road allowances, prior to the final release of any security provided by the owner in accordance with paragraph 17 of this agreement,

10.
Cash-in-lieu

10.1 The Commissioner of Planning and Development may, in his sole discretion, exercise in writing at any time prior to the issuance of any building permits, require the Owner to pay to the City or to the Region or to both of them an amount equal to the cost of constructing or providing any of the works required by this agreement as estimated by the Commissioner of Planning and Development in lieu of the Owner constructing or providing these works. This payment shall be made prior to the issuance of any building permits.

Additional
Works

10.2 If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.
Existing
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.
Occupancy

The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

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

12.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.
Landscap-
ing and
Fencing

13.1 The Owner shall, in addition to all other landscaping required by this agreement, provide boulevard landscaping (which may include tree planting) on the boulevards of all public highways abutting the lands. The exact location and detailed specifications for this work shall be shown on the approved landscape and fencing plan required by this agreement.

13.2 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.3 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.4 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.
Regional
Services

The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the

"Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

MT(O)

14.2 The Owner shall, prior to the issuance of any building permits, obtain all necessary permits and approvals required by the Ministry of Transportation (Ontario).

15.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.

CITY AND REGIONAL CAPITAL CONTRIBUTIONS AND LEVIES

16.1
City Capital
Contributions

16.1.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) 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 (2) year period, any resolution of the City Council 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.

Regional
Levies

16.2

16.2.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification, the levies set forth in Schedule G attached hereto, in the manner and at the times set forth in Schedule G and the Owner further agrees that the policies set forth in Schedule G shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

16.2.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full

years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

Taxes

16.3 The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before a building permit is issued.

Cash-in-Lieu

16.4 The Owner shall pay to the City prior to the issuance of any building permits money, in an amount to be determined by the City, in lieu of the conveyance of land for park or other public recreational purposes, pursuant to the requirements of section 41 of the Planning act, 1983, as amended.

17. Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.
Security Required: \$2,000.00

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.
Security Required: \$60,000.00

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal water-mains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.
Security Required: N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works or the Commissioner of Planning and Development and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works or the Commissioner of Planning and Development may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of:

17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid.

- 17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City.
- 17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance periods and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works or the Commissioner of Planning and Development 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 or the Commissioner of Planning and Development as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works or the Commissioner of Planning and Development, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works or the Commissioner of Planning and Development 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, then in that case the Commissioner of Public Works or the Commissioner of Planning and Development thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its 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 or the Commissioner of Planning and Development, whose decision shall be final. It is understood and agreed that such cost 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 or the Commissioner of Planning and Development pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of
Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18.
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:

18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least Two Million Dollars (\$2,000,000.00), exclusive of interest and costs;

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

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

18.5 contain no exclusions for damage or loss from vibration (excluding pile driving), the removal of weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands.

18.6 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.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

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 all 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.

GENERAL

19.
Convey-
ances

19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region, free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is or will be the registered owner thereof.

20.
Glare

All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.

21.
Snow
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

22.
Indemni-
fication

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.
The
Construc-
tion Lien
Act

23.1 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.

23.2 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 highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 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.

23.4 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 17 of this agreement:

23.4.1 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 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 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 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

24. 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 presently in force.

25. Lands Affected The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

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

27. Cost of Registration 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 registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money 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.

28.
Mortgagees

28.1 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:

28.1.1 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

28.1.2 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 Mortgagees 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.

28.2 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 lands 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.

29.
Successors
and
Assigns

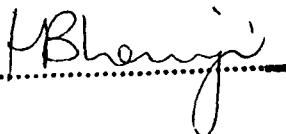
The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional Municipality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


ROSALIE BETTY KURZ

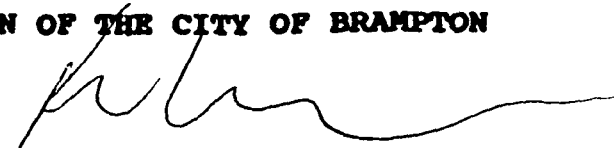

SALLY SOLOMON


APPROVED AS TO
FORM AND CONTENT,.....



THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION OF LAW
NUMBER 29-90
PASSED BY CITY
COUNCIL ON THE 26th
DAY OF FEBRUARY 19 90


KENNETH G. WHILLANS MAYOR


LEONARD J. MIKULICH CLERK

APPROVED
AS TO FORM
LAW DEPT
BRAMPTON
DATE 2/1

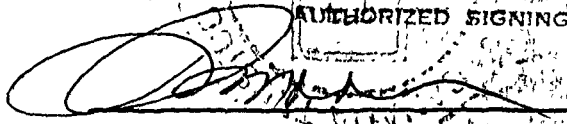
THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN CHAIRMAN

DEBORAH E. TROUTEN CLERK

CANADA TRUSTCO MORTGAGE COMPANY


NORMA TREVELYAN TITLE
AUTHORIZED SIGNING OFFICER


TITLE
AUTHORIZED SIGNING OFFICER

(Print NAME of signatory)

(Print NAME of signatory)

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

IN THE CITY OF BRAMPTON AND REGIONAL MUNICIPALITY OF PEEL
(formerly Township of Chinquacousy and County of Peel)
being part of the west half of lot 8, Concession One,
East of Hurontario Street and being designated as parts 1,
2 and 3 on Plan 43R-3222.

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	Alford Shearer	A-1	July 1989	89/12/08	J.Marshall
ELEVATION CROSS-SECTION DRAWINGS	Alford Shearer	A-3	July 1989	89/12/07	J.Marshall
LANDSCAPE AND FENCING PLAN	PMA Landscape Architects	L-1, Project No. 89-689	July 1989; Revised: 89/10/20	89/12/08	J.Marshall
GRADING AND DRAINAGE PLAN	Alford Shearer	M-1A	89/07/19	89/12/07	Public Works
ENGINEERING & SERVICING PLAN	N/A				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	TO BE APPROVED PRIOR TO ISSUANCE OF A BUILDING PERMIT.				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

The Owner shall convey to the City a ten foot (10') wide road widening along the entire Main Street North frontage of the lands.

NOTE:

ALL CONVEYANCES shall be completed within sixty (60) days from the date rezoning By-law No. _____ comes into force or prior to the issuance of any building permits, whichever shall occur first.

Building permits will not be issued until all of the foregoing transfers have been registered by the City and the Region.

In order to avoid delays, the Owner is requested to submit draft reference plans and draft transfers for the foregoing lands to the City and the Region as soon as possible after the Owner is advised of the conveyancing requirements of the City and the Region.

SCHEDULE D

SPECIAL PROVISIONS

1. **Flood-lighting** Notwithstanding paragraph 20 of this agreement, the Owner agrees that no floodlighting shall be installed on the lands.
2. **Watermain Easement** Provided the former Town of Brampton water easement is no longer required, the Owner shall obtain, at its own cost, a quit claim deed releasing the lands from this easement.
3. **Conservation Authority** The Owner shall, prior to the issuance of any building permits, obtain approval of the grading plans from the Metropolitan Toronto Conservation Authority.
4. **Snow Fence** The Owner shall, prior to the issuance of a building permit, erect hoarding (snow fencing) in locations approved by the City of Brampton Planning Department to protect the existing vegetation which is to be preserved.
5. **Drainage** 5.1 The Owner shall, prior to the release of securities, provide a certificate from a consulting engineer to the Commissioner of Public Works certifying that storm drainage works and lot grading required by this agreement have been constructed in accordance with the approved plans.

5.2 The Owner, for itself and its successors and assigns, agrees to indemnify and hold harmless the City, its employees and agents, from and against all claims, actions, and demands whatsoever made or brought, arising out of the malfunction of the storm drainage system for the lands.

SCHEDULE F

CITY CAPITAL CONTRIBUTIONS

1. Capital Contributions

The Owner covenants and agrees to unconditionally pay to the City without protest or qualification and prior to the issuance of any building permits for the lands by the City, and subject to adjustment as herein provided, a capital contribution of Five Thousand Five Hundred and Twenty-one Dollars and Seventy-nine Cents (\$5,521.79) as of August 1, 1989 (Base Rate February 1, 1989 \$5,240.26) per acre for the total acreage of the lands which is 0.378 acres.

2.

In the event the total floor area of all the buildings proposed to be constructed on the lands exceeds fifty per cent (50%) of the total area of the lands, the Owner shall unconditionally pay to the City, without protest or qualification an additional capital contribution of \$0.2535 Dollars as of August 1, 1989 (Base Rate February 1, 1989 \$0.2406) per square foot for each square foot of the total floor area of all of the proposed buildings in excess of fifty per cent (50%) of the total area of the lands. This additional capital contribution shall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with existing buildings on the lands, have a total floor area which exceeds fifty per cent (50%) of the total area of the lands.

3.

These capital contributions are effective the 25th day of SEPTEMBER, 1989, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct 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.

SCHEDULE G

REGION INDUSTRIAL AND COMMERCIAL LOT LEVY

1. The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification and prior to the issuance of any building permits for the lands by the City, and subject to adjustment as herein provided, a lot levy of **Fifteen Thousand, Five Hundred and Ninety-one Dollars and Fifty-five Cents (\$15,591.55) (August 1, 1989 Base)** per acre for the total acreage of the lands which is 0.378 acres.
2. In the event the total floor area of all the buildings proposed to be constructed on any lot within the plan, exceeds fifty per cent (50%) of the total lot area, the Owner shall unconditionally pay to the Region, without protest or qualification an additional lot levy of \$0.7158 Dollars (August 1, 1989 Base) per square foot for each square foot of the total floor area of the proposed buildings in excess of fifty per cent (50%) of the total lot area. This additional lot levy shall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with the existing buildings on the lot, have a total floor area which exceeds fifty per cent (50%) of the total lot area. For the purposes of this paragraph "lot" shall mean a lot as defined by the applicable zoning by-law.
3. These lot levies are effective the 1st day of AUGUST, 1989, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct 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.
4. Region industrial and commercial lot levies are subject to reduction provisions:
 - 4.1 in the amount of \$2,842.21 per acre or \$0.1305 per square foot (August 1, 1989 base) for Sanitary Sewers when the development is outside the designated South Peel service area. This amount will be adjusted in accordance with paragraph 3.
 - 4.2 in the amount of \$2,754.87 per acre or \$0.1265 per square foot (August 1, 1989 base) for water when the development is outside the designated South Peel service area. This amount will be adjusted in accordance with paragraph 3.