



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 35-85

To authorize the execution of an agreement between Dexfield Investments Inc., The Regional Municipality of Peel, Laura Christina Carter and The Corporation of the City of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated February 11th, 1985 between Dexfield Investments Inc., The Regional Municipality of Peel, Laura Christina Carter and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of February , 1985.


KENNETH G. WILLANS MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
11th day of FEBRUARY, 1985.

B E T W E E N :

DEXFIELD INVESTMENTS INC,

hereinafter called the "Owner"

OF THE FIRST PART,

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART,

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART,

A N D

LAURA CHRISTINA CARTER, of the City of
Brampton, in the Regional Municipality of Peel
hereinafter called the "Mortgagees"

OF THE FOURTH PART,

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

AND WHEREAS the Owner desires to subdivide the
lands in accordance with the proposed plan of subdivision
as draft approved shown as Schedules B-North and B-South
attached hereto (hereinafter referred to as the "plan");

SEPTEMBER/84

AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of subdivision herein for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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

2. For the purposes of this agreement, the "Works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding,

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

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

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

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

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

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

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

3.11.1 certificate of progress payments,

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

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

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

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

Owner's
Expense

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

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

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

Sanitary
Sewers

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

Water
Systems

5.3 The Owner shall construct and complete a potable water system, including service connections to the street line for each lot or block as shown on the plan, including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment to service all lands within the plan according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Commissioner of Public Works. The Owner shall maintain the complete water distribution system in accordance with the regulations and by-laws of the Region until they are finally accepted by the Region. The water system shall include any trunks within or 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 the lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

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

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

7. Roads 7.1 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 Commissioner of Public Works. All roads shall conform to grades as approved by the Commissioner of Public Works. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

Private Roads 7.2 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 Commissioner of Public Works and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Regional
Roads

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

8.
Curbs

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

9.
Pedestrian
Ways

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

10.
Street Name
Traffic
Signs

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

17. Road Construction The Owner agrees that in addition to the requirements of paragraph 12 of this agreement, neither it nor any builder within the plan shall apply for or be entitled to receive any building permits for Lot 127, 128, 159, 160, and 166 to 176, both inclusive, all as shown on Schedule B-North, until such time as a plan of subdivision has been registered on lands to the north of the plan, and public highways have been dedicated and constructed on this registered plan to the north to the same stage as required by paragraph 12 of this agreement, so that all of these Lots front on a public highway with a full road right-of-way in accordance with City standards.

18. Frontage Charges The Owner shall, prior to final approval of the plan, pay to the Region, the frontage charges as determined by the Region for the existing watermains on Kennedy Road and Bovaird Drive, along the parcel's frontage.

19. Noise Attenuation The Owner shall:
19.1 agree that prior to the issuance of any building permits for Lots 1 to 7, both inclusive, Lots 168, 169, 204, 206 to 227, both inclusive, Blocks 228 and 229, and Blocks 256 to 258, both inclusive on Schedule B-North, and Lots 1 to 19, both inclusive, 41 to 65, both inclusive, 78 to 82, both inclusive, 98 to 162, both inclusive, Blocks 163 to 171, both inclusive, and Blocks 176 to 181, both inclusive on Schedule B-South, Valcoustics Canada Limited shall certify that the builder's plans for each dwelling unit to be constructed on the said lots have been prepared in accordance with up-dated detailed acoustical report, prepared by Valcoustics Canada Limited and approved by the City, the Region, and the Ministry of the Environment (ME), and show all of the noise control features required by the acoustical report. In addition, Valcoustics Canada Limited shall, prior to final acceptance of the works by the City of Brampton, certify that all of the noise control features required by the acoustical report have been provided and completed.



19.2

19.2.1 construct an acoustical barrier on the southerly boundaries of Lots 14 and 15, Schedule B-South, between the midpoints of each dwelling unit, having a height of 2.5 metres. An acoustical barrier 2.0 metres in height shall be erected on the westerly boundary of Block 166, Schedule B-South. An acoustical barrier 1.8 metres in height shall be erected from the midpoint of the dwelling, continuously along the easterly, northeasterly and northerly boundaries of Lot 221. In addition, an acoustical barrier 1.8 metres in height shall be erected from the midpoint of the dwelling along the northwesterly boundary of Lot 223, along the rear lot lines of Lots 223 to 226, and along the southeasterly boundary of Lot 226 to the midpoint of the dwelling. The exact height, location and detailed specifications for the acoustical barrier shall be shown on the lot grading and landscape and fencing plans required to be approved by the City. The acoustical barriers shall be solid, with no holes or gaps, except in those locations indicated on the approved lot grading plan, and have a minimum surface density of four (4) pounds per square foot (20 kg per square metre).

19.2.2 The Owner shall include in the conveyance for Lots 14 and 15, Blocks 166, 167 and 173, Schedule B-South and Lots 221 to 226, both inclusive, Schedule B-North, a covenant satisfactory to the City, requiring that the acoustical barrier, as installed, shall be retained, repaired or replaced by the purchaser. Any maintenance, repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original barrier.

19.3 install central air conditioning systems in each dwelling unit to be located on Lots 14, 15, 53, 54, 119 to 128, both inclusive, 147 to 158, both inclusive, and Blocks 164 to 167, both inclusive, Schedule B-South, and Lots 1 to 4, both inclusive, 219 to 222, both inclusive, 225 to 227, both inclusive, and Block 229, Schedule B-North.

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

19.4 install the necessary duct work for central air conditioning in each dwelling unit to be located on Lots 1 to 13, both inclusive, 16 to 29, both inclusive, 41 to 52, both inclusive, 55 to 65, both inclusive, 78 to 82, both inclusive, 98 to 118, both inclusive, 129 to 146, both inclusive, 159 to 162, both inclusive, and Blocks 163, 168 to 171, both inclusive, and Blocks 176 to 181, both inclusive, Schedule B-South, and Lots 5 to 7, both inclusive, 168, 169, 204, 206 to 218, both inclusive, 223, 224 and Block 228 and 256 to 258, both inclusive, Schedule B-North.

19.5 include the following clause in the agreement of purchase and sale for Lots 1 to 7, both inclusive, 168, 169, 204, 206 to 227, both inclusive, Blocks 228, 229 and Blocks 256 to 258, both inclusive, Schedule B-North, and Lots 1 to 29, both inclusive, 41 to 65, both inclusive, 78 to 82, both inclusive, 98 to 162, both inclusive, Blocks 163 to 171, both inclusive, and Blocks 176 to 181, both inclusive, Schedule B-South:

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

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



19.6 include the following clause in the agreement of purchase and sale for Lots 1 to 13, both inclusive, 16 to 29, both inclusive 78 to 82, both inclusive, 98 to 118, both inclusive, 129 to 146, both inclusive, 159 to 162, both inclusive, and Blocks 163, 168 to 171, both inclusive, nad Blocks 176 to 181, both inclusive, Schedule B-South, and Lots 5 to 7, both inclusive, 168, 169, 204, 206 to 218, both inclusive, 223, 224, and Blocks 228 and 256 to 258, both inclusive, Schedule B-North:

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

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

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

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



SUMMARY OF WINDOW ACOUSTICAL REQUIREMENTS

UNIT/LOT MINIMUM WINDOW RATING(3)

Schedule B-North

1 to 4 Block 229	Bedroom: STC 31
219, 220	Bedroom: STC 31
221	Bedroom: STC 33
222	Bedroom: STC 34

UNIT/LOT MINIMUM WINDOW RATING (3)

225, 226	Bedroom: STC 30
227	Bedroom: STC 34
5 to 7, 168, 169, 204, 206 to 218, 223, 224, Blocks 256 to 258, Block 228	OBC

All other Lots ---- NO SPECIAL REQUIREMENTS

Schedule B-South

122 to 125, Bedrooms:
151, 152, 153, STC 31
155 to 158,
Block 164,
Block 165

154 Bedrooms:
STC 34

14, 15, 119 to OBC
121, 126 to 128,
147 to 150, Block
167

53, 54 OBC

Block 166 Bedrooms:
STC 36

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

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



19.8 fully weatherstrip all exterior doors.

19.9 display in all display areas referred to in paragraph 48 of this agreement for all prospective purchasers a map showing Lots 1 to 7, both inclusive, 168, 169, 204, 206 to 227, both inclusive, Blocks 228, 229, and Blocks 256 to 258, both inclusive, Schedule B-North, and Lots 1 to 29, both inclusive, 41 to 65, both inclusive 78 to 82, both inclusive, 98 to 162, both inclusive, Blocks 163 to 171, both inclusive, and Blocks 176 to 181, both inclusive, Schedule B-South, indicating in a colour coded form that the said lots are subject to environmental noise problems. This map shall be approved by the Commissioner of Planning and Development prior to being placed on public display. The Owner agrees that City staff may be permitted to inspect all display areas during business hours to ensure compliance with this paragraph.

19.10 prior to the issuance of building permits for Lots 14, 15, 53, 54, 154 and Block 166, Schedule B-South, and Lots 221, 222 and 227, Schedule B-North, the Owner shall have approved by the City, site plans pursuant to By-law 50-82, which shall implement the house siting design required to achieve acoustical attenuation.



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.

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

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

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

23.
Expedi-
tious
Completion

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

24.
Top Soil
Completion

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

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

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

Lot Sodding
and Tree
Planting

26.

Landscape
Plan

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

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

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

27.

The Owner shall:

Fencing

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

plan prior to the sale of the abutting dwelling units;

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

27.3 erect all other fencing required by this agreement,

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

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

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

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

29.

Tree
Protection

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

30.

Archi-
tectural
Control
Committee

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

30.1.1 one member to be appointed by the Owner;

30.1.2 one member to be appointed by the City Council;

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

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

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

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

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

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

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

OTHER APPROVALS

31.
Regional
Services

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

32.
Hydro
Services

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

33.
M. of N.R.
and
C. A.
Approval

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the Conservation Authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses con-

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

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

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

36. City Capital Contributions The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the capital contributions set forth in Schedule E attached hereto in the manner and at the times set forth in Schedule E.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.
Perfor-
mance
Guarantee

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

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

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

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

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

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

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

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

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

40. Bench Marks

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

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

41.

Final
Acceptance
of Works

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

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

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

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

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

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

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

41.2
Indemni-
fication

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

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

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

42.

Admini-
stration
Fees

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

GENERAL

43.
Convey-
ances

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

44.
Solicitor's
Certificate

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

45.
Copies

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

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

46. Land Use and Signs The City shall, by by-law, regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement. The Owner shall post signs on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings, the wording, size and location of such signs to be approved by the Commissioner of Public Works and Buildings.

47. Exemption from Part Lot Control The City agrees that after the restricted area by-law to provide the zoning for the lands within the plan has been given final approval by the Ontario Municipal Board and after the plan of subdivision has been registered, the City will, at the request of the Owner, pass by-laws to exempt from part lot control, all lands within the plan designated for semi-detached or street townhouse purposes and requiring exemption from part lot control. The parties hereto agree that the City shall arrange for registration of all part lot control by-laws after any necessary approvals have been obtained and the Owner agrees to reimburse the City for all costs of registration.

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

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

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

The
Construction
Lien Act

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

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

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

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

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

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

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

50.

By-laws

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

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

51.

Agreement
Binding

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

52.

Discretion
Comm. of
Public Works

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

53.

Approvals

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

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

54.

Cost of
Registra-
tion

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

purchaser had executed this agreement in the capacity of owner.

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

56. The covenants, agreements, conditions and Successors & 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.

DEXFIELD INVESTMENTS INC.

William Ferber

PRESIDENT TITLE

[Signature]

TREASURER TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

KENNETH G. WILLIAMS MAYOR

[Signature]

RALPH A. EVERETT CITY CLERK

AUTHORIZATION BY-LAW.
NUMBER 35-85
PASSED BY CITY
COUNCIL ON THE 11th
DAY OF FEBRUARY 19 85.

THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN

REGIONAL CHAIRMAN

LARRY E. BUTTON

REGIONAL CLERK

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

LAURA CHRISTINA CARTER

C. H. K... ..

Laura C. Carter

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Charles Blaine Bowyer
of the city of Brampton
in the Regional Municipality of Peel, Solicitor
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at Brampton by Laura Christina Carter

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

SWORN BEFORE ME
at the city of Brampton
in the Regional Municipality of Peel
of
this 24th day
of January, 1985.

Charles Blaine Bowyer

Stella Stoddard
A Commissioner, etc.

STELLA STODDARD, a Commissioner, etc.,
in and for the Judicial District of Peel, for
Bowyer, Greenstade & Hall, Barristers.
Expires June 4th, 1987.

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~We~~ Laura Christina Carter
of the city of Brampton
in the Regional Municipality of Peel

(~~severally~~) make oath and say: When I/~~We~~ executed the attached instrument,

I WAS /~~WE WERE~~ EACH at least eighteen years old;

and within the meaning of section 1(f) of the Family Law Reform Act,

(a) ~~I WAS~~ / I WAS NOT a spouse.

(b) ~~was my spouse.~~

(c) ~~We were spouses of one another.~~

SEVERALLY SWORN before me at
the city of Brampton
in the Regional Municipality
of Peel
this 23rd day of
January, 1985.

Laura C Carter

Charles Blaine Bowyer
A Commissioner, etc.

LEGAL DESCRIPTION OF THE LANDS

FIRSTLY

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

SECONDLY

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

SCHEDULE B-SOUTH

PLAN MATERIAL
PLASTIC MATERIAL
SCALE
DATE

METRIC DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

PLAN OF SUBDIVISION OF PART OF LOT II, CONCESSION I EAST OF HURONTARIO STREET CITY OF BRAMPTON REGIONAL MUNICIPALITY OF PEEL (FORMERLY TOWNSHIP OF CHINGWAGOUSY, COUNTY OF PEEL)

Scale 1:400
H.J. Reuther O.L.S. 1984

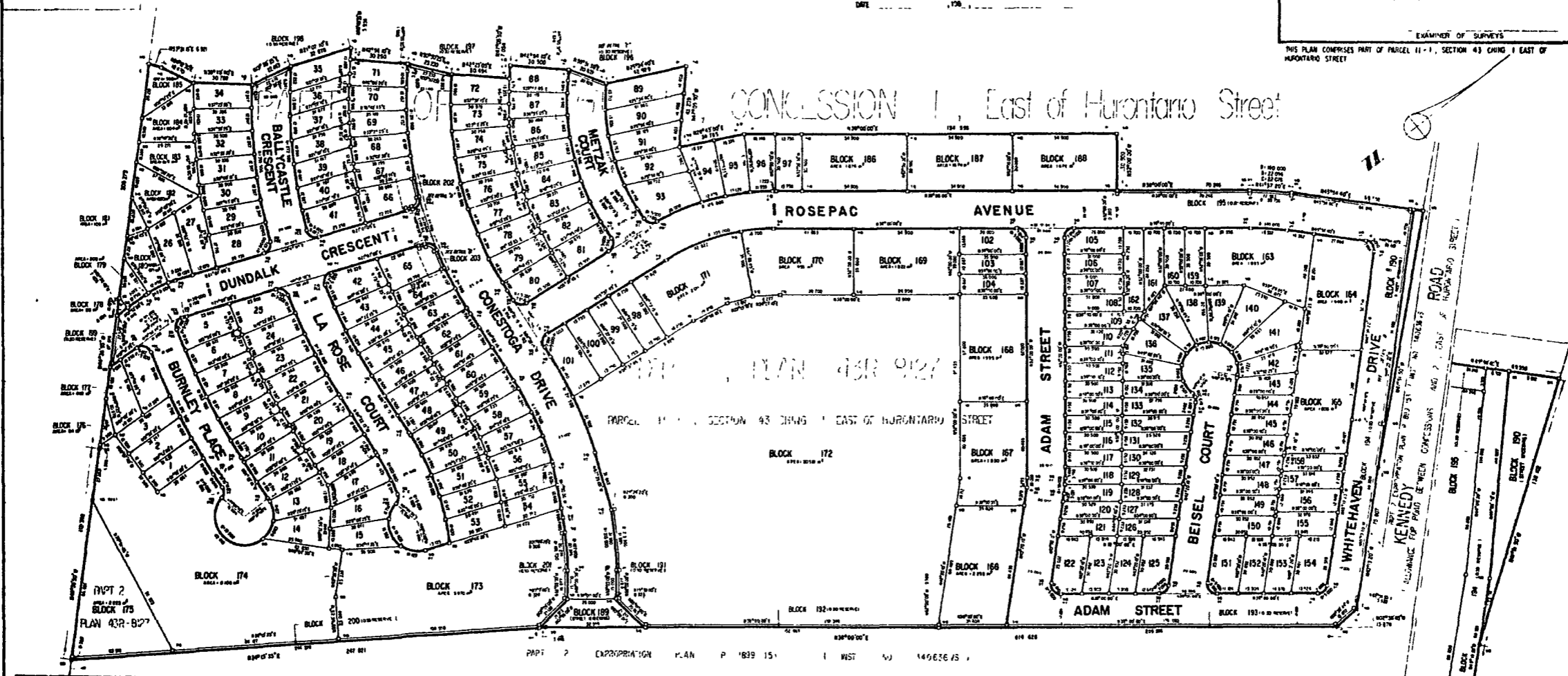
NOTE
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE NORTH WESTERLY LIMIT OF BOARD ROAD AS SHOWN ON PLAN Q3R-B27, HAVING A BEARING OF N39°00'00"E

OWNER'S CERTIFICATE
I CERTIFY THAT
1. LOTS 1 TO 162, BOTH INCLUSIVE, BLOCKS 163 TO 199, BOTH INCLUSIVE, OF THE STREETS NAMED
THE STREETS NAMED BLOCKS 163 AND 199, AND THE RESERVES, BLOCKS 191 TO 203 BOTH INCLUSIVE, HAVE BEEN Laid Out IN ACCORDANCE WITH OUR REGULATIONS,
2. THE STREET AND THE STREET WIDTHS ARE HEREBY DEDICATED AS PUBLIC HIGHWAYS.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER,
2. THE SURVEY WAS COMPLETED ON THE ... DAY OF ... 1984.
DATE: ... 1984.
H.J. Reuther
Ontario Land Surveyor

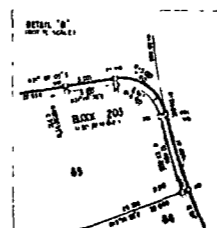
PLAN 43M -
I CERTIFY THAT THIS PLAN 43M ... IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF PEEL AT ... O'CLOCK ON THE ... DAY OF ... 1984 ... AND ENTERED IN THE REGISTER(S) FOR PARCEL ... SECTION ... AND REQUIRED CONTENTS AND AFFIDAVITS ARE REVIEWED AS PLAN DOCUMENT NO ...
LAND REGISTRAR
APPROVED: ... 1984
EXAMINER OF SURVEYS
THIS PLAN COMPRISES PART OF PARCEL 11-1, SECTION 43 CHING EAST OF HURONTARIO STREET

CURVE DISTANCES SHOWN ON FACE OF PLAN ARE ARC MEASUREMENTS
TOTAL AREA OF SUBDIVISION = 18 2031 Sq. M.



BOVAIRD ROAD
ALLOWANCE FOR ROAD BETWEEN LOTS 10 AND 11 CONCESSION 1, EAST OF HURONTARIO STREET

CURVE DATA TABLES											
STATION	CHORD	ARC	ANGLE	CHORD	ARC	ANGLE	CHORD	ARC	ANGLE	CHORD	ARC
1+00	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+10	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+20	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+30	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+40	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+50	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+60	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+70	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+80	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000
1+90	1.000	1.000	90	1.414	1.571	135	1.732	1.961	150	2.000	2.000



SCHAEFER ENGINEERS LIMITED
483 WILSON AVE
BRAMPTON ONTARIO
TEL: (416) 834-4428
DRAWN BY: ...

LANDS TO BE CONVEYED TO THE CITY

1. Lands for Park Purposes:
Block 230, as shown on Schedule B-North;
Block 174, as shown on Schedule B-South.
2. Lands for Open Space Purposes (Hazard Land):
Block 175, as shown on Schedule B-South.
3. Lands to be Dedicated for Road Widening Purposes:
Block 261, as shown on Schedule B-North and
Block 190, as shown on Schedule B-South,
shall be dedicated on the final plan as public highways.
4. Lands for 0.3 Metre Reserves:
Blocks 262 to 275, both inclusive, as shown on
Schedule B-North;
Block 191, Blocks 194 to 199, both inclusive, and
Blocks 201 to 203, both inclusive, all as shown on
Schedule B-South.
5. Lands for Other Purposes (Walkway):
Blocks 259 and 260, as shown on Schedule B-North

LANDS TO BE CONVEYED TO THE MINISTRY
OF TRANSPORTATION AND COMMUNICATIONS

1. Lands for 0.3 Metre Reserves:
Blocks 192, 193, and 200, all as shown on Schedule
B-South.
2. Land for Road Widening:
Block 189, as shown on the plan shall be dedicated on
the final plan as a public highway.

SPECIAL CLAUSES

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

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

SCHEDULE D

2.2 Block 174, Schedule B-South, is a tableland park and Block 175, Schedule B-South, is hazard lands for the purpose of interpreting and applying the provisions of the Bovaird/Kennedy Agreement.

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

3.1 provide that the number of residential lots in the plan shall not exceed 393;

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

3.3 contain the following requirements and restrictions for Block 172, Schedule B-South (the commercial block):

3.3.1 minimum setback from residential lots - 15 metres;

3.3.2 minimum separation between a restaurant and a residential lot - 50 metres;

3.3.3 minimum width of landscape buffers: adjacent to a street - 5 metres; adjacent to a residential lot - 1.5 metres.

SCHEDULE D

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

5. Park Fencing The Owner shall, in accordance with the City's fencing policy, erect fencing along the lot lines of all lots which abut Block 230, Schedule B-North, and Block 174, Schedule B-South. The exact location and specifications for this fencing shall be shown on the landscape and fencing plan required to be approved by this agreement.

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

7. M.T.C. The Owner shall:

7.1 Traffic Report prior to final approval of the plan, prepare and have approved by the City and the Ministry of Transportation and Communications (MTC), a traffic report documenting the anticipated peak hour turning volumes;

SCHEDULE D

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

7.3 prior to final approval of the plan, enter into an agreement with the MTC to assume all costs associated with any required intersection improvements at Conestoga Drive and Highway No. 7;

7.4 prior to final approval of the plan, enter into an agreement with the MTC for the screening of headlight glare on Highway No. 7. This work shall be shown on the landscape and fencing plan required to be approved by this agreement.

8.
Block 172
B-South
(Commercial
Block)

8.1 The Owner shall construct a masonry wall 1.8 metres in height along the northwest and northeast boundary of Block 172, Schedule B-South where the Block abuts residential lots and blocks. This wall shall be erected by no later than one (1) year following the issuance of the first building permit for any lot or block abutting Block 172, Schedule B-South.

8.2 The Owner shall provide a landscaped buffer not less than 1.5 metres in width along the northwesterly and northeasterly boundaries of Block 172, Schedule B-South where the Block abuts residential lots and blocks.

SCHEDULE D

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

8.4 The Owner shall erect and maintain a sign on Block 172, Schedule B-South, with wording satisfactory to the City, advising that a shopping centre will be constructed on that Block.

9. School Boards

9.1 The Owner acknowledges and agrees that prior to final approval of the plan, the Owner will enter into agreements with the Peel Board of Education (the Public Board) and the Dufferin-Peel Separate School Board (the Separate Board), for the acquisition by the Separate Board of Block 231, Schedule B-North, and the acquisition by the Public Board of Block 232, Schedule B-North, both Blocks to be in a condition satisfactory to the respective Board.

9.2 The Owner shall erect signs containing wording satisfactory to the Public Board and the Separate Board at the entrances to the plan which shall advise prospective purchasers that due to present school facilities some of the children from the subdivision may have to

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be accommodated in temporary facilities or bused to schools according to the respective Board's Transportation Policy.

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

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

10. Engineering & Drainage Report 10.1

The Owner shall: prior to the release of the plan or any phase thereof for final approval or prior to the initiation of any grading on the lands, whichever shall occur first, prepare and have approved by the City, the MTRCA and MTC a detailed engineering and drainage report that describes the storm water drainage system for the development on the lands and how it will conform to the "Rovaird/Kennedy Stormwater Management Plan".

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10.2 carry out or cause to be carried out to the satisfaction of the City, the MTRCA, and the MTC the works recommended and approved in the report required by paragraph 10.1 and the "Bovaird/Kennedy Stormwater Management Plan" as it affects the lands within the plan.

10.3 prior to final approval of the plan, make arrangements satisfactory to the City in accordance with the provisions of paragraph 4 of the Bovaird/Kennedy Agreement for the implementation of the "Bovaird/Kennedy Stormwater Management Plan" including the carrying out of all regrading and provision of all storm water management works required to be provided by this Stormwater Management Plan.

10.4 prior to final approval of the plan, make arrangements satisfactory to the City in accordance with the provisions of paragraph 4 of the Bovaird/Kennedy Agreement for the implementation of the "Bovaird/Kennedy Stormwater Management Plan", including the carrying out of all regrading and provision of all storm water management works required to be provided by the Stormwater Management Plan. In the event the plan is registered and development of the lands proceeds prior to development of the lands to the west of the plan (Operation 9 Inc., Plan 21T-79074B) the Owner shall construct the storm water detention facility located across the Etobicoke Creek north of Highway No. 7 as detailed in the Bovaird/Kennedy Storm Water Management plan. All the other requirements of the Bovaird/Kennedy Storm Water Management plan required to be provided on the lands shall be provided by the Owner.

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11. Church Site
Block 173
B-South

11.1 The Owner agrees that Block 173, Schedule B-South, shall be reserved for church purposes for a period of five (5) years from the date of registration of the plan and further agrees that neither it nor any builder within the plan shall apply for or be entitled to receive any building permits for this Block for residential purposes within the five (5) year period.

11.2 In the event this Block is not acquired for church purposes within the five (5) year period from the date of registration of the plan, the Block may be developed as residential lots and the Owner shall, if required by the City, prior to the issuance of any building permits for the lots for residential purposes, enter into a further agreement with the City in a form satisfactory to the City for the development of the residential lots on this Block.

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

12. Sidewalks

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

13. Phasing

In addition to the phasing requirements of paragraph 2 of the Bovaird/Kennedy Agreement, the Owner shall, prior to

SCHEDULE D

final approval of the plan and if required by the City, enter into a development staging program agreement in a form satisfactory to the City to achieve continuity of roads and underground services.

14. The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for any dwelling units within the plan until such time as Conestoga Drive and Wexford Drive have been constructed to the stage required by paragraph 12 of this agreement and connect with each other and to Bovaird Drive and Kennedy Road respectively.

15. The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for residential lots or blocks lying wholly or partially within a 150 metre radius of the Peel Block industrial buildings until such time as the City has been advised in writing by the Ministry of the Environment that the Ministry is satisfied that emissions from the Peel Block industrial buildings will no longer affect these lots or blocks.

16. The Owner agrees that Blocks 233 to 258, both inclusive, Schedule B-North, and Blocks 176 to 185, both inclusive, Schedule B-South shall only be developed in conjunction with registered plans of subdivision for the development of the lands to the northwest and southwest of the plan. The Owner agrees that neither it nor any builder within the plan will apply for or be entitled to receive any building permits for these Blocks until such time as the plan of subdivision has been registered on the lands abutting them, and then permits shall only be issued in accordance with this subdivision agreement and the subdivision agreement for the abutting registered plan.

17.
Road
Construc-
tion

The Owner agrees that in addition to the requirements of paragraph 12 of this agreement, neither it nor any builder within the plan shall apply for or be entitled to receive any building permits for Lot 127, 128, 159, 160, and 166 to 176, both inclusive, all as shown on Schedule B-North, until such time as a plan of subdivision has been registered on lands to the north of the plan, and public highways have been dedicated and constructed on this registered plan to the north to the same stage as required by paragraph 12 of this agreement, so that all of these Lots front on a public highway with a full road right-of-way in accordance with City standards.

8.
rontage
charges

The Owner shall, prior to final approval of the plan, pay to the Region, the frontage charges as determined by the Region for the existing watermains on Kennedy Road and Bovaird Drive, along the parcel's frontage.

9.
oise

THE OWNER ACKNOWLEDGES AND AGREES THAT THE PLAN WILL NOT BE APPROVED FOR FINAL REGISTRATION UNTIL SUCH TIME AS THE NOISE REQUIREMENT CLAUSE IS INCLUDED IN THIS AGREEMENT.

CITY CAPITAL CONTRIBUTIONS

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

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

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

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

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

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

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

1.6 In accordance with the capital contribution policy of the City, the Owner shall be entitled to a total credit of Forty-three Thousand, Five Hundred and Forty-Five Dollars (\$43,545.00) on account of the total capital contributions required by this agreement. This credit shall be applied at the rate of One Hundred and Ten Dollars and Eighty Cents (\$110.80) per dwelling unit for each of the Three Hundred and Ninety-three (393) dwelling units shown on the plan. Capital Contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of One Hundred and Ten Dollars and Eighty Cents (\$110.80) shall then be deducted from the capital contribution required for each dwelling unit.

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

than Three Hundred and Ninety-three (393) dwelling units, the credit per dwelling unit shall be, from time to time, recalculated and increased or decreased as the case may be to ensure that the Owner has received at the time of the issuance of the building permit for the last dwelling unit to be constructed on the plan, a total credit on account of the capital contributions required by this agreement of no more than or no less than Forty-three Thousand, Five Hundred and Forty-five Dollars (\$43,545.00).

PEEL LOT LEVIES

1. Peel lot levies are as follows:

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

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

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