



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 44-79

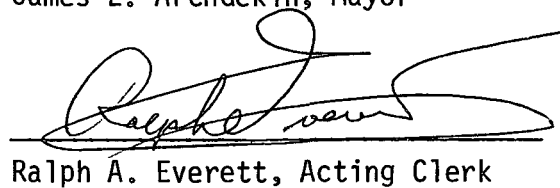
To authorize the execution of an Agreement .
between S. Cosentino Leasing Limited, Martia
Properties Limited, The Regional Municipality
of Peel, Metro Auto Wreckers Inc. and the City
of Brampton.

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 between S. Cosention Leasing Limited, Martia
Properties Limited, The Regional Municipality of Peel,
Metro Auto Wreckers Inc. and the City of Brampton, in the
form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 12th day of March, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 12th.
day of MARCH, 1979.

B E T W E E N:

S. COSENTINO LEASING LIMITED, a company incorporated
under the laws of the Province of Ontario, and MARTIA
PROPERTIES LIMITED, a company incorporated under the
laws of the Province of Ontario

hereinafter called the 'Owner'

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

AND

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

AND

METRO AUTO WRECKERS INC.

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

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

AND WHEREAS the Owner desires to subdivide the lands
in accordance with the proposed plan of subdivision as draft
approved shown on Schedule "B" attached hereto, hereinafter
referred to as "the plan".

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

agreement and the conditions of draft plan approval (Draft Plan No. 21T-77013B).

NOW THEREFORE THIS AGREEMENT WITNESSES 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 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 for 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, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the City's Commissioner of Public Works and/or the City's Commissioner of Parks and Recreation within twelve months after the issuance of the first occupancy permit unless otherwise specified in this agreement.

3. Wherever under the terms of this agreement the Owner

Consulting
Engineer

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

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

- (i) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

Owner's
Expense

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 shall complete, perform and make payment for all such matters as are hereinafter provided, including those matters set forth in Schedule 'D' attached hereto, within such time limits as are specified and in the manner required herein and in Schedule 'D' attached hereto.

Storm
Sewers

- 5. (1) The Owner shall construct and complete storm sewer system or systems including all appurtenant manholes, catch-basins, service connections, apparatus and equipment to service all the lands within the plan and adjacent road allowances according to designs and plans approved by the City's Commissioner of Public Works and in accordance with the specifications of the City in effect on the day of approval by the City's Commissioner of Public Works. The Owner shall maintain the complete storm sewer system or systems, including the clearing of any blockages, 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's Commissioner of Public Works and shall be constructed according to designs and plans approved by the City's 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 City's 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

(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 and plans approved by the Region's Commissioner of Public Works and in accordance with the specifications of the Region in effect on the day of approval by the Region's Commissioner of Public Works. The Owner shall maintain the sanitary sewer system, including the 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

(3) The Owner shall construct, complete and maintain a potable water supply and distribution system including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment to service all lands within the plan in accordance with the requirements and specifications set out in Schedule D;

Top Soil

6. The Owner shall remove and stockpile all top soil and shall rough grade to the full width all road allowances and walkways (except where existing trees are to be retained) as shown on the plan prior to the installation or construction of

watermains, sanitary sewers, curbs, gutters, sidewalks or utilities. The Owner further agrees to keep the boulevards free and clear of all materials and obstructions.

Roads

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

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

Curbs

8. The Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or the Region.

Pedestrian
Ways

9. 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 landscaping plan according to specifications of the City and maintain them until they are finally accepted in writing by the City.

Street Name
and
Traffic signs

10. The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the appropriate Commissioner of Public Works, which

signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region for all traffic devices shown on the approved engineering plans and installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any buildings in the development.

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

12. The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter and all granular material required up to and including base course asphalt. The Commissioner of Building, Zoning and Licensing may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City's Commissioner of Public Works. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available.

Street
Lights

Building
Permits

Maintain
gravel
base

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

14. The Owner shall not commence construction of any of the works required by this agreement until the detailed engineering and landscaping plans and specifications of such works have been approved by the appropriate Commissioner of Public Works and by the City's Commissioner of Parks and Recreation, respectively, and until such approval has been signified by appropriate signatures on the original

plans and specifications, but such signatures shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. And further, the Owner shall not commence construction of any of the works required by this agreement until all existing trees on the plan have been surveyed and identified and designated for removal or protection in a manner acceptable to the City's Commissioner of Parks and Recreation.

Maintenance
of
services

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

(2) The Owner shall be required to maintain the road base course asphalt and curbs for a three-year period. Prior to placing the final course of asphalt, the Owner shall construct all sewer and watermain connections required to service all blocks not built upon at that time. After placing the top course asphalt, the Owner shall complete all outstanding sodding, sidewalks, walkways, and all other work not completed at that time.

Owner in
default

16. If, in the opinion of the appropriate Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or if the Owner neglects

or refuses to renew or again perform such work as may be rejected by the appropriate Commissioner of Public Works as defective or unsuitable, or if the Owner, in any manner, in the opinion of the appropriate Commissioner of Public Works, defaults in performance under the terms of this agreement, then, in such case, the appropriate Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten clear days after such notice, then, in that case, the appropriate Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the appropriate Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the appropriate Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City or Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Existing
and final
elevations

17. Prior to the registration of the plan, the Owner shall submit to the City's Commissioner of Public Works and Commissioner of Parks and Recreation a plan

or plans showing:

- (a) the existing and final elevations of the lands as determined by reference to a geodetic benchmark or an established City of Brampton benchmark,
- (b) final grades of all roads as approved by the City's Commissioner of Public Works,
- (c) the lands designated for drainage works, with the elevations shown thereon having been approved by the City's Commissioner of Public Works, and
- (d) the landscape grading for parklands, boulevards, and buffer areas.

Lot and
block grading
and drainage

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

alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City's Commissioner of Public Works.

Undeveloped
blocks and

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

20. The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name signs) have been installed and approved by the appropriate Commissioner of Public Works and the necessary Occupancy Permit has been issued by the Commissioner of Building, Zoning and Licensing. The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any building prior to the acceptance of the roads by the City, it shall at all times maintain the roads in a

reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

Completion
of sidewalks
sodding, etc.

21. Sidewalks, walkways, boulevard sodding, and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, boulevard sodding, and tree planting shall be completed by June 30th following such occupancy.

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

To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

Expeditious
Completion

23. It is the intention of this agreement that all works be performed expeditiously and continuously; that all underground services be installed within one year of the registration of the plan and that all above-ground services be installed within two years of the date of registration of the plan, unless such time is extended by the appropriate Commissioner of Public Works. If, in the opinion of the appropriate Commissioner of Public Works, the construction and installation of some of the works should be delayed, the appropriate Commissioner of Public Works may by written notice direct that such work be delayed until the date specified in the notice.

Top soil
completion

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

Parkland
Specifications

25. In respect of all lands designated for parkland, buffer strips and watercourse areas, the

Owner agrees to perform all work in accordance with the specifications of the City and to the satisfaction of the City's Commissioner of Parks and Recreation and to the satisfaction of the City's Commissioner of Public Works.

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

All work required on watercourses within the plan shall be shown on the landscaping plans and must be done to the satisfaction of the City's Commissioner of Parks and Recreation , the City's Commissioner of Public Works, and the conservation authority where applicable.

Park
development

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

Section

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

Architectural
Control
Committee

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

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

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

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

OTHER APPROVALS

Regional
Services

29. Prior to commencement of any works, the Owner shall enter into such agreements with the Region as may be required by the Region 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.

Hydro
services

30. 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. 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.

31. The Owner agrees to obtain the approvals, to look after all matters, and at its own expense, to do all the work, required by the Metropolitan Toronto and Region Conservation Authority, as set out in Schedule 'D' attached hereto.

FINANCIAL

Taxes

32. The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before the execution of this agreement by the City. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as

the land has been assessed and entered on the Collectors' Roll according to the plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the City receives grants in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges outstanding against the lands within the plan shall be commuted for payment and paid in full prior to the release for registration of the plan by the City.

Insurance

33. The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall:

- (a) 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);
- (b) provide insurance coverage in respect of any one accident or occurrence in the amount of at least \$1,000,000.00, exclusive of interest and costs;
- (c) be effective for the period of this agreement, including the period of guaranteed maintenance;
- (d) contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- (e) 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

(f) contain a provision that the policy or policies will not be cancelled without at least 30 days written prior notice being given to the City.

The Owner shall deposit with the City prior to registering the plan a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

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 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 with 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.

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

Security
and
nding

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

(3) Upon the failure by the Owner to complete a specified part of the work requested by the appropriate Commissioner of Public Works and in the time requested, the City Treasurer may at any time draw on and authorize the use of all or part of the cash deposit, letter of credit or other negotiable security as referred to in paragraphs 34(1) and (2) to pay the cost of any part of the works the appropriate Commissioner of Public Works may deem necessary.

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

(5) The City agrees to reduce from time to time the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the appropriate Commissioner of Public Works upon receipt

of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the appropriate 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 appropriate 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 days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the above-ground work shall be retained by the City until final acceptance of the construction works by the City Council.

(6) (a) Where a performance bond plus five per cent (5%) cash deposit has been received as per paragraph 34(2) the City will release the original performance bond on preliminary approval of all the underground works and receipt of the following documents:

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

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

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

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

(7) Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any guarantee bond or other security where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the appropriate Commissioner of Public Works 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 appropriate Commissioner of Public Works.

Bench
Marks

35. 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 above-ground works, the Owner's Surveyor shall establish one permanent second order bench mark for the first 25 acres or less plus one bench mark for every additional 25 acres within the Registered Plan. Location and type of bench mark to be agreed upon between the surveyor and the City's Commissioner of Public Works at the time the bench mark(s) is (are) to be established.

Final
Acceptance
of Works

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

- (a) a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the works and that there are no outstanding claims relating to the works;
- (b) (i) a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one month prior to the application by the Owner for final acceptance of the works; and
(ii) further that he has placed all bench marks as required under Clause 35 and that he has provided the City's Commissioner of Public Works with the description of location and elevation of these bench marks.
- (c) one complete set of inked "as constructed" originals or reproduction by photographic means of all works including lot grading plans.

Administration
fees

37. The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than

One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the appropriate 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

Conveyances

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

to be conveyed to the City and Region shall be lodged with the City before the registration of the plan or any part thereof. The Owner shall also at its own expense and free of encumbrances, grant the lands, easements, and one-foot reserves as are required in Schedule 'C'.

Certificate

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

Copies of
Plans

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

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

Land use
and signs

41. 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 Industrial, the wording, size and location of such signs to be approved by the Commissioner of Building, Zoning and Licensing.

Landscaping
by the Owner

42. (a) The Owner shall, prior to commencing construction of any works required by this agreement, prepare and have approved by the City's Commissioner of Parks and Recreation a landscaping plan for all boulevards and watercourse areas within the plan and boulevards on roads abutting the plan.

Boulevards may be sodded or hydro seeded with a grass mixture to be approved by the City and such areas shall be maintained by the Owner until inspected and accepted by the City's Commissioner of Parks and Recreation and the City's Commissioner of Public Works.

The Owner shall provide and plant on all boulevards within the plan and on roads abutting the plan a minimum of one deciduous tree (minimum two and one-half inch caliper) at an average of fifty foot intervals as shown on the approved landscape plan. The Owner shall maintain all trees for a period of one year from the date of planting and shall replace all trees failing to establish healthy growth within that one year period.

No later than sixty (60) days after placing the top course of asphalt, the Owner shall complete all landscaping work shown on the approved landscaping plan.

(b) Each lot or block of industrial land as defined in the City's restricted area by-law applicable to such lot or block as shown on the plan shall be landscaped in accordance with City specifications for industrial lot or block landscaping. Prior to the issuing of a building permit for any such lot or block, the Owner of such lot or block shall prepare and submit to the City's Commissioner of Parks and Recreation a landscaping plan drawn in accordance with City specifications for approval and the said Owner agrees that the building permit for such lot or block will not be issued until such time as the landscaping plan has been approved by the City's Commissioner of Parks and Recreation.

All work shown on the approved landscaping plan shall be completed prior to the occupancy of any building on the lot or block except for buildings to be occupied between November 1st and June 15th the following year, in which case the work shall be completed by June 30th following such

occupancy. In the event the work is not completed prior to occupancy, an occupancy permit for the building will not be issued until the Owner has provided the City with an undertaking in a form satisfactory to the City Solicitor to complete the work in accordance with the time limits set out in this clause.

By-laws

43. 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.

Agreement
binding

44. 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 proceedings.

Discretion of
appropriate
Commissioner
of Public
Works

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

Approvals

46. 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 Regional Council or any official of the City or Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

Mortgagees

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

48. 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 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.

S. COSENTINO LEASING LIMITED

S. Cosentino
title/position

title/position

MARTIA PROPERTIES LIMITED

M. Orlando
title/position

title/position

METRO AUTO WRECKERS INC.

also per *Secretary*
Title/position

title/position

AUTHORIZATION BY-LAW	
NUMBER	<u>44-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>12th</u>
DAY OF	<u>MARCH</u> 19 <u>79</u>

AUTHORIZATION BY-LAW	
NUMBER.....	<u>40-79</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE.....	<u>29th</u>
DAY OF	<u>MARCH</u> 19 <u>79</u>

THE CORPORATION OF THE CITY OF BRAMPTON

James E. [Signature] *Mayor*
[Signature] *Clerk*
CITY OF BRAMPTON

THE REGIONAL MUNICIPALITY OF PEEL

L. H. [Signature] *Chairman*
Larry [Signature] *Clerk*
REGIONAL MUNICIPALITY OF PEEL

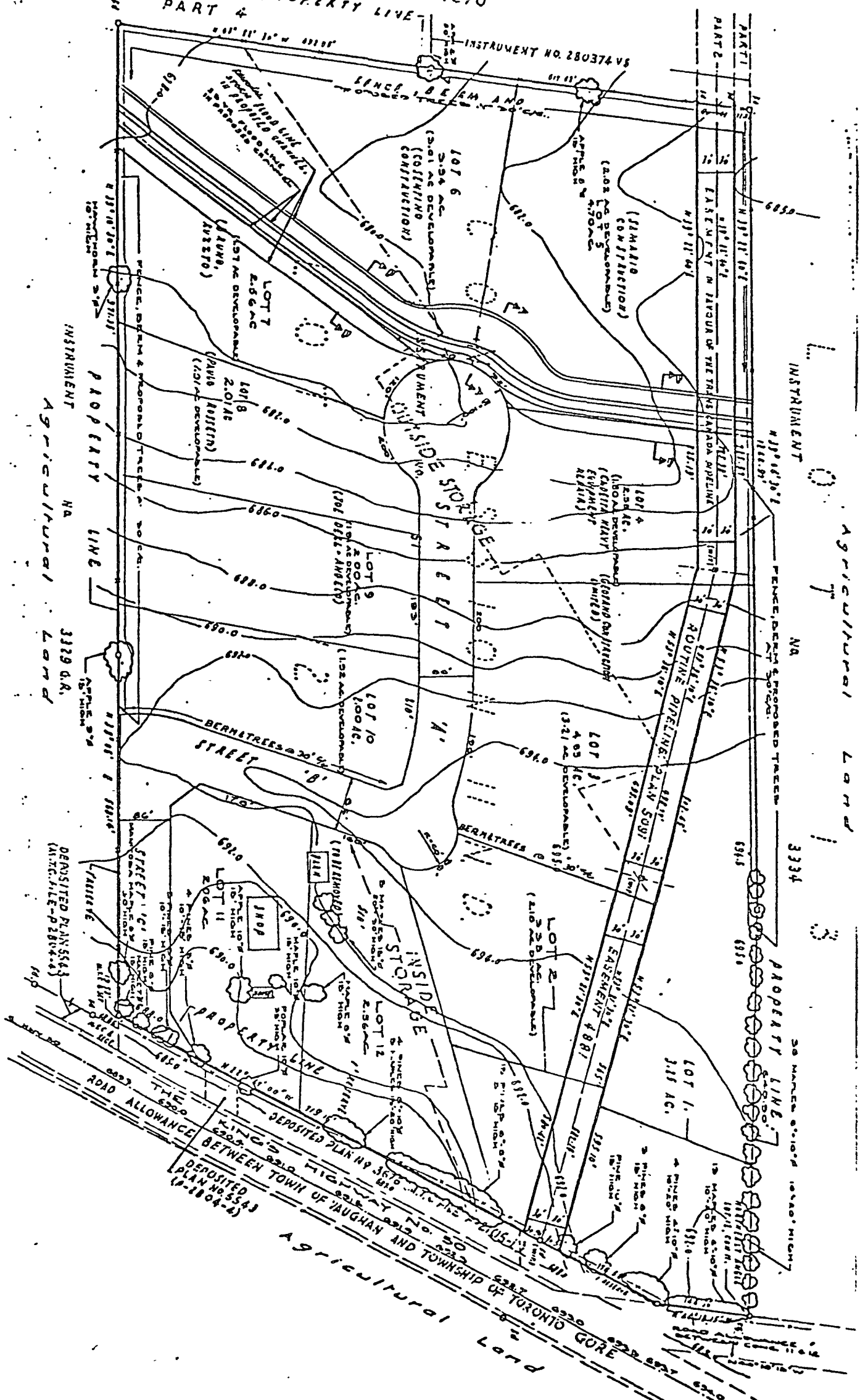
SCHEDULE A

Legal Description of the Lands

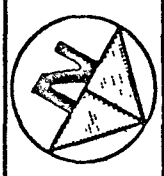
The lands situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Toronto Gore, in the County of Peel) and being composed of that part of Lot 12, Concession 11, Northern Division in the aforesaid Township, containing by admeasurement 39.412 acres and shown as Parts One, Two and Three on a plan of survey of record filed in the Registry Office for the Registry Division of Peel (No. 43) as No. 43R-1683.

SUBJECT TO an easement in favour of Trans-Canada Pipe Lines Limited over Part 2 on said reference plan.

Agricultural Land PLAN 43R-1070 PART 4 PROPERTY LINE



DEVELOPMENT AGREEMENT
Schedule B



City of Brampton
Planning Department

SCHEDULE 'C'

Lands to be conveyed to the City of Brampton

1. The Owner agrees to convey to the City of Brampton

(1) a 1-foot reserve along the entire frontage of Lot 1 adjacent to the road allowance between Concessions 11 and 12, except where the approved driveway access is to be located, and

(2) a 1-foot reserve along that part of Street "C" where it abuts the south property line.

Lands to be conveyed to the Ministry of Transportation and Communications

2. The Owner agrees to convey to the Ministry of Transportation and Communications a 1-foot reserve along all lot boundaries which are adjacent to Highway Number 50.

SCHEDULE 'D'

SPECIAL PROVISIONS

I Water Supply System

1. The Owner agrees

(1) that it is understood that the Region is not prepared to extend municipal water services to this area, and

(2) that it will not request, and nor will future owners request, the Region to extend municipal water services to this area.

2. The Owner agrees

(1) to construct a 110,000 U.S. gallon underground self-contained concrete reservoir to provide a source of water for fire protection,

(2) to construct the reservoir and drainage channel entirely on private lands,

(3) to obtain the approval of the Fire Chief for the City of Brampton for the design and specifications of the reservoir,

(4) to provide and maintain an access to the reservoir in accordance with good emergency practices,

(5) to establish, in consultation with the Fire Chief and his staff, conditions and guidelines acceptable to the Fire Chief to ensure the maintenance of the reservoir and of a minimum water level in the reservoir.

3. The Owner agrees

(1) to guarantee an adequate and suitable water supply to the property to the south, being a farm presently owned by Alex Johnston,

so long as the property is used for farming purposes,

(2) that if the supply of water from the wells on the Johnston property should deteriorate, decrease or fail as a result of the development of the proposed subdivision, to supply to the property, from Lots 9 and 11 of the proposed subdivision, water in the same quantity and of the same quality as is presently available, but only so long as the property is used for farming purposes, and

(3) to register notice of this guarantee and commitment on title against Lots 9 and 11.

II Sewage Disposal System

4. The Owner agrees not to seek a building permit for any lot in this proposed subdivision until approval has been obtained from the Peel Regional Health Unit for a private sewage disposal system on that lot.

III Ministry of Transportation and Communications

5. The Owner agrees

(1) to bear all costs of intersection improvements made necessary by the introduction of the new public road,

(2) prior to final approval of the plan,

(a) to enter into an agreement with the Ministry of Transportation and Communications

to bear all costs of intersection improvements made necessary by the introduction of the new public road, and

(b) to prepare a drainage plan outlining the intended treatment of the calculated runoff and to obtain the approval of the Ministry of Transportation and Communications for this drainage plan.

IV Ministry of the Environment

6. The Owner agrees to register on title a notice containing and to include in all offers of sale and Agreements of Purchase and Sale the following statements:

(a) Installation of any process or combustion equipment is subject to the approval of the Ministry of the Environment, in accordance with the requirements of Section 8 of the Environmental Protection Act, 1971 and the regulations thereunder.

(b) Although sufficient water may be available to meet the requirements of a "dry" industry, it may be necessary to install storage facilities on the premises for periods of peak demand.

V Ministry of Natural Resources

7. The Owner agrees to obtain the approval of The Ministry of Natural Resources under the

Lakes and Rivers Improvement Act, if so required,
prior to undertaking any modification of the
existing watercourse.

VI Conservation Authority

8. The Owner agrees

- (1) to undertake and perform expeditiously
all work and to construct all works deemed
necessary by the Metropolitan Toronto and
Region Conservation Authority for the
improvement of the existing watercourse, and
- (2) prior to final approval of the plan, to
request and to receive a permit from the
Metropolitan Toronto and Region Conservation
Authority in order to undertake the appropriate
storm water management techniques.

VII TransCanada Pipelines Limited

9. The Owner agrees

- (1) to grant TransCanada working-room easements
30' in width adjacent to each side of the pipe-
line right-of-way, with no excavations or
structures permitted on the easement lands with
the exception of boundary fencing for the lots,

(2) to give TransCanada (directed to the attention of Mr. J. P. Knight, P.O. Box 190, Maple, Ontario (Telephone Number (416) 832-0131)) at least forty-eight hours notice prior to the commencement of any work on or the moving of heavy equipment across the right-of-way,

(3) to obtain written consent from TransCanada before carrying out any grading operations on the pipeline right-of-way , and

(4) that this proposal and all work carried out in connection with the matters dealt with thereunder shall be subject to the approval of the National Energy Board of Canada.

VIII General

10. The Owner agrees to prepare and submit a report on and to provide a drainage scheme acceptable to the City's Commissioner of Public Works.

11. The Owner agrees that a street name acceptable to the City and Region will be selected.

12. The Owner agrees to support an amendment to the applicable restricted area by-law in order to zone these lands for dry industrial uses.

13. The Owner agrees within two years of the registration of the plan, to remove the cement-block garage on Lot 11, or, subject to the approval of the Architectural Control Committee, bring such garage up to City standards, and also agrees to

remove all other buildings on Lots 11 and 12 within one year of the registration of the plan. .

14. For aesthetic purposes, the buildings on lots 2, 11 and 12 shall be constructed so as to appear to front on Highway #50, with their entrances being from Street B. The side elevation of these buildings are to be built in an attractive fashion in order to provide a pleasing appearance from Highway #50.

15. The Owner agrees to provide landscaped buffer areas along the southern, western and northern boundary lines of the subdivision, and along Street B on the plan, and such buffer areas shall require berming, fencing and dense landscape screening satisfactory to the City.

512101
1979 APR 23 PM 1 31

DATED: MARCH 12TH, 1979

BETWEEN:

S. COSENTINO LEASING LIMITED
and MARTIA PROPERTIES LIMITED

AND

THE CORPORATION OF THE CITY OF
BRAMPTON

AND

THE REGIONAL MUNICIPALITY OF PEEL

AND

AGREEMENT

Part E $\frac{1}{2}$ Lot 12, Conc. 1
N.D.

John G. Metras
City Solicitor
24 Queen Street East
Brampton, Ontario
L6V 1A4

only

S. COSENTINO LEASING LIMITED & MARTIA
PROPERTIES LIMITED
117 Disco Rd.
Rexdale, M9W 1M3

JAN. 2, 1980

RECEIVED

JAN 22 1980

REGION OF PEEL
CLERKS DEPT.

Mr. Larry Button,
Region of Peel,
150 Central Pk. Dr.,
Brampton L6T 2V1

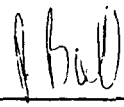
Dear Mr. Button:


Re: Cosentino Orlando Industrial
Subdivision, 21T-77013B

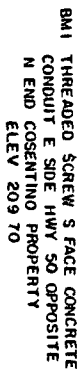
We are in receipt of a copy of your letter to Mr. Fred
Dalzell dated Dec. 14/79.

We, the owners of the above property, confirm that the
substituted Schedules 'B' and 'D' attached are agreed
as though they had been in place prior to execution of the
Subdivision Agreement for Plan 21T-77013B.

Yours truly,

Per: 
Title: President
Company: S. Cosentino Leasing Limited
Company Seal:

Per: 
Title: President
Company: Martia Properties Limited
Company Seal:



City of Brampton
Planning Department

so long as the property is used for farming purposes,

- (2) that if the supply of water from the wells on the Johnston property should deteriorate, decrease or fail as a result of the development of the proposed subdivision, to supply to the property, from Lots 10 and 12 of the proposed subdivision, water in the same quantity and of the same quality as is presently available, but only so long as the property is used for farming purposes, and
- (3) to register notice of this guarantee and commitment on title against Lots 10 and 12.

II Sewage Disposal System

4. The Owner agrees not to seek a building permit for any lot in this proposed subdivision until approval has been obtained from the Peel Regional Health Unit for a private sewage disposal system on that lot.

III Ministry of Transportation and Communications

5. The Owner agrees
 - (1) to bear all costs of intersection improvements made necessary by the introduction of the new public road,
 - (2) prior to final approval of the plan,
 - (a) to enter into an agreement with the Ministry of Transportation and Communications

M.O.
16

to bear all costs of intersection improvements made necessary by the introduction of the new public road, and

(b) to prepare a drainage plan outlining the intended treatment of the calculated runoff and to obtain the approval of the Ministry of Transportation and Communications for this drainage plan.

IV Ministry of the Environment

6. The Owner agrees to register on title a notice containing and to include in all offers of sale and Agreements of Purchase and Sale the following statements:

(a) Installation of any process or combustion equipment is subject to the approval of the Ministry of the Environment, in accordance with the requirements of Section 8 of the Environmental Protection Act, 1971 and the regulations thereunder.

(b) Although sufficient water may be available to meet the requirements of a "dry" industry, it may be necessary to install storage facilities on the premises for periods of peak demand.

V Ministry of Natural Resources

7.a. The Owner agrees to obtain the approval of The Ministry of Natural Resources under the

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RB

Lakes and Rivers Improvement Act, if so required,
prior to undertaking any modification of the
existing watercourse.

b. The Owner agrees to prepare a detailed engineering
and drainage report acceptable to the Maple District Office
of the Ministry of Natural Resources which will describe:

- (1) the means whereby the watercourse crossing the site will be handled.
- (2) the means whereby erosion and siltation and their effects will be contained and minimized on the site, both prior to and during the construction period.
- (3) the appropriate storm water management techniques which will be employed on the site to reduce the harmful affects storm water has on a stream's water quality.

VI Conservation Authority

8. The Owner agrees

- (1) to undertake and perform expeditiously all work and to construct all works deemed necessary by the Metropolitan Toronto and Region Conservation Authority for the improvement of the existing watercourse, and
- (2) prior to final approval of the plan, to request and to receive a permit from the Metropolitan Toronto and Region Conservation Authority in order to undertake the appropriate storm water management techniques.

VII TransCanada Pipelines Limited

9. The Owner agrees

- (1) to grant TransCanada working-room easements 30' in width adjacent to each side of the pipeline right-of-way, with no excavations or structures permitted on the easement lands with the exception of boundary fencing for the lots,

11.8
M.O.

PASSED March 12th 19 79



BY-LAW

No. 44-79

To authorize the execution of an Agreement between S. Cosentino Leasing Limited, Martia Properties Limited, The Regional Municipality of Peel, Metro Auto Wreckers Inc. and the City of Brampton.

ation of the City of Brampton

