



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

68-79

*Number* \_\_\_\_\_

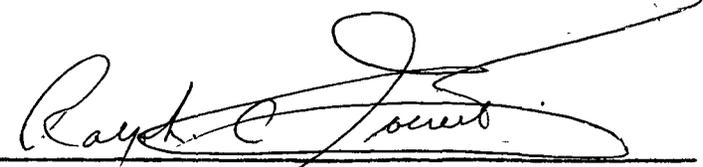
To authorize the execution of an Agreement between Flowertown Shopping Centre Limited, Tip Top Construction Limited, The Regional Municipality of Peel, The Corporation of the City of Brampton and William Bovaird.

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 Flowertown Shopping Centre Limited, Tip Top Construction Limited, The Regional Municipality of Peel, The Corporation of the City of Brampton and William Bovaird, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in  
Open Council this 9th day of April, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, Acting Clerk

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (No.43)

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel 10-2

in the Register for Section 43-CHING-2-EHS

of which FLOWERTOWN INVESTMENTS LIMITED and TIP TOP  
CONSTRUCTION COMPANY LIMITED

are the Registered Owners, hereby applies to have  
Notice of an Agreement dated the 5th day of April,  
1979,

made between FLOWERTOWN INVESTMENTS LIMITED, TIP TOP  
CONSTRUCTION COMPANY LIMITED c.o.b. in partnership under  
the firm name and style of DARCEL CONSTRUCTION COMPANY,  
THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL  
MUNICIPALITY OF PEEL and WILLIAM BOVAIRD  
entered on the parcel register.

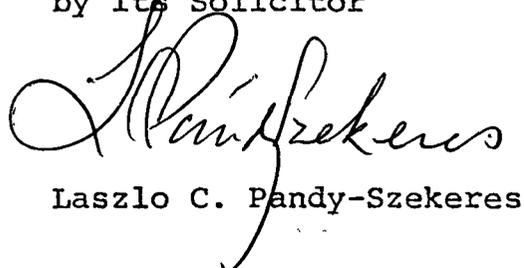
The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

This application is not being made for any fraudulent  
or improper purpose.

The address for service is 24 Queen Street East, Brampton, Ontario.

THE CORPORATION OF THE CITY OF BRAMPTON  
by its Solicitor

  
Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate

this 5TH day of APRIL 19 79

B E T W E E N :

FLOWERTOWN INVESTMENTS LIMITED and TIP TOP  
CONSTRUCTION COMPANY LIMITED carrying on  
business in partnership under the firm name  
and style of DARCEL CONSTRUCTION COMPANY

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

WILLIAM BOVAIRD

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 Mortgagee  
is the only mortgagee 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 as 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.

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, "Municipal Engineer" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.  
Municipal Engineer
  
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, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Municipal Engineer and/or Parks and Recreation Director within twelve months after the issuance of the first occupancy permit unless specified otherwise in this agreement.  
"Works"

35  
Consult-  
ing  
Engineer

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

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

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

4.

Owner's  
Expense

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

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.

m  
ers

(a) The Owner shall construct and complete storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all the lands within the plan and adjacent road allowances according to designs approved by the City Engineer and in accordance with the specifications of the City in effect on the day of approval by the City Engineer. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage,

until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Engineer and shall be constructed according to designs approved by the City Engineer and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the City Engineer, will require their use as trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

Sani-  
tary  
Sewers

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

Water  
Systems

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

6.

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

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

Private  
Roads

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

Regional  
Roads

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

8.  
Curbs

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

9.  
Pedes-  
trian  
Ways

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

10.  
Street  
name and  
traffic  
signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region

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

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

Street  
Lights

12.

Building  
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter and all granular material required up to and including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Building & Zoning Co-ordinator and the City Engineer. Each building permit application shall be accompanied by the certificate referred to in paragraph 3 (g) of this agreement.

13.  
Maintain  
gravel  
base

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

14.  
Com-  
mence-  
ment of  
construc-  
tion

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

have been approved by the Director of Parks and Recreation and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

15. Maintenance of services

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

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

16. default

If, in the opinion of the Municipal Engineer, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or

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

17.

Exist-  
and  
Eleva-  
tions

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

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

- (d) the landscape grading plans of parklands, boulevards, and buffer areas.

18.

Lot and  
block  
grading  
and  
drain-  
age

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

19.

Undev-  
eloped  
blocks  
and  
lots

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

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

21.                   Sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, boulevard sodding, driveway paving and tree planting shall be completed by June 30th following such occupancy. The City Engineer may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks and walkways are required to provide safe passage to and from schools and other facilities.

22.                   The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the

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

23.  
Expedi-  
tious  
com-  
pletion

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

24.  
Top soil  
comple-  
tion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations and, when so removed, the top soil shall be stockpiled and replaced upon the lands within the plan after the completion of the building operations. In the event

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

25.  
sod-  
ing and  
tree  
planting

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

26.  
Parkland  
specifi-  
cations

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

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

All work required on watercourses within the plan shall be shown on the landscape plans and must be to the

satisfaction of the Director of Parks and Recreation, the City Engineer, and the conservation authority where applicable.

27.

Fencing

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

28.

Park develop-  
ment

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

29.

Tree protec-  
tion

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

30.

Archi-  
tectural  
Control  
Commit-  
tee

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

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

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

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

OTHER APPROVALS

31.

Regional  
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may as 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.

Ministry  
of  
Natural  
Resources  
and Con-  
serva-  
tion  
Author-  
ity  
Approval

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

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

34.  
School  
Sites

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

FINANCIAL

35.  
Taxes

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

36.  
City  
Levies

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

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

The Owner agrees that after the aforesaid two year period, any resolution of the City Council altering the aforesaid levy 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.

The Owner covenants and agrees to pay to the Region the levies set forth in the Regional Development Levy Policy attached hereto as Schedule 'F' in the manner and at the times set forth in this policy and the Owner further agrees that this policy shall be binding upon the Owner and the Owner agrees to comply with all of the provisions of it.

38.  
Insurance

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 changed or cancelled without at least 30 days written 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.

39. |  
Bonding

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

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

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

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

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

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

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

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

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

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

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

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

40.

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 25 acres or less plus one bench mark for every additional 25 acres within the Registered Plan. Location and type of bench mark to be agreed upon between the surveyor and the City Engineer at the time the bench mark(s) is(are) to be established.

41.

Final  
Accept-  
ance of  
works

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

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

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

Until the final acceptance of all of 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 actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Owner undertaking the plan.

42. 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

Admini-  
stration  
fees

under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the Municipal Engineer and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

GENERAL

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

44. | 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.

45. | (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.

43. |  
Convey-  
ances

44. |  
Certi-  
ficate

45. |  
Copies  
of  
plans

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

46. Land use and signs

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

47. Exemption from Part Lot Control

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

48. Governmental agencies, etc. - Information

The Owner shall provide at its own expense in all sales offices used for the sale of lots or dwelling units within the plan and in all model homes constructed within the plan, a conspicuous display area including a bulletin board to be used for the purpose of permitting all governmental 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. 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.

50. 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.

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

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

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

54. Mortgagees 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.

55.  
Successors and Assigns

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

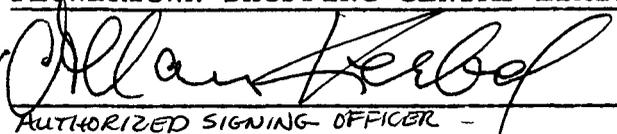
WITNESS:

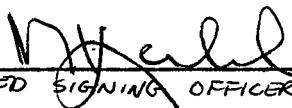
Carrying on business in partnership under the firm name and style of DARCEL CONSTRUCTION COMPANY.

AUTHORIZATION BY-LAW	
NUMBER	<u>68-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>9th.</u>
DAY OF	<u>APRIL</u> 19 <u>79</u>

  
 As to the signature of WILLIAM BOVAIRD.

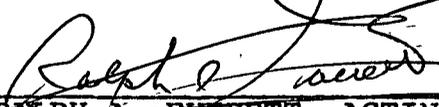
AUTHORIZATION BY-LAW	
NUMBER.....	<u>95-79</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE	<u>24th</u>
DAY OF	<u>MAY</u> 19 <u>79</u>

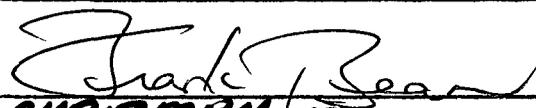
) FLOWERTOWN SHOPPING CENTRE LIMITED  
 )  
 ) per   
 ) AUTHORIZED SIGNING OFFICER

)  
 )   
 ) AUTHORIZED SIGNING OFFICER

) TIP TOP  
 ) ~~XXXXXX~~ CONSTRUCTION LIMITED  
 )  
 )   
 ) AUTHORIZED SIGNING OFFICER

) THE CORPORATION OF THE CITY OF  
 ) BRAMPTON  
 )  
 )   
 ) JAMES E. ARCHDEKIN, MAYOR

)   
 ) RALPH A. EVERETT, ACTING CLERK

) THE REGIONAL MUNICIPALITY OF PEEL  
 )  
 )   
 ) CHAIRMAN

)   
 ) CLERK  
 )   
 ) WILLIAM BOVAIRD

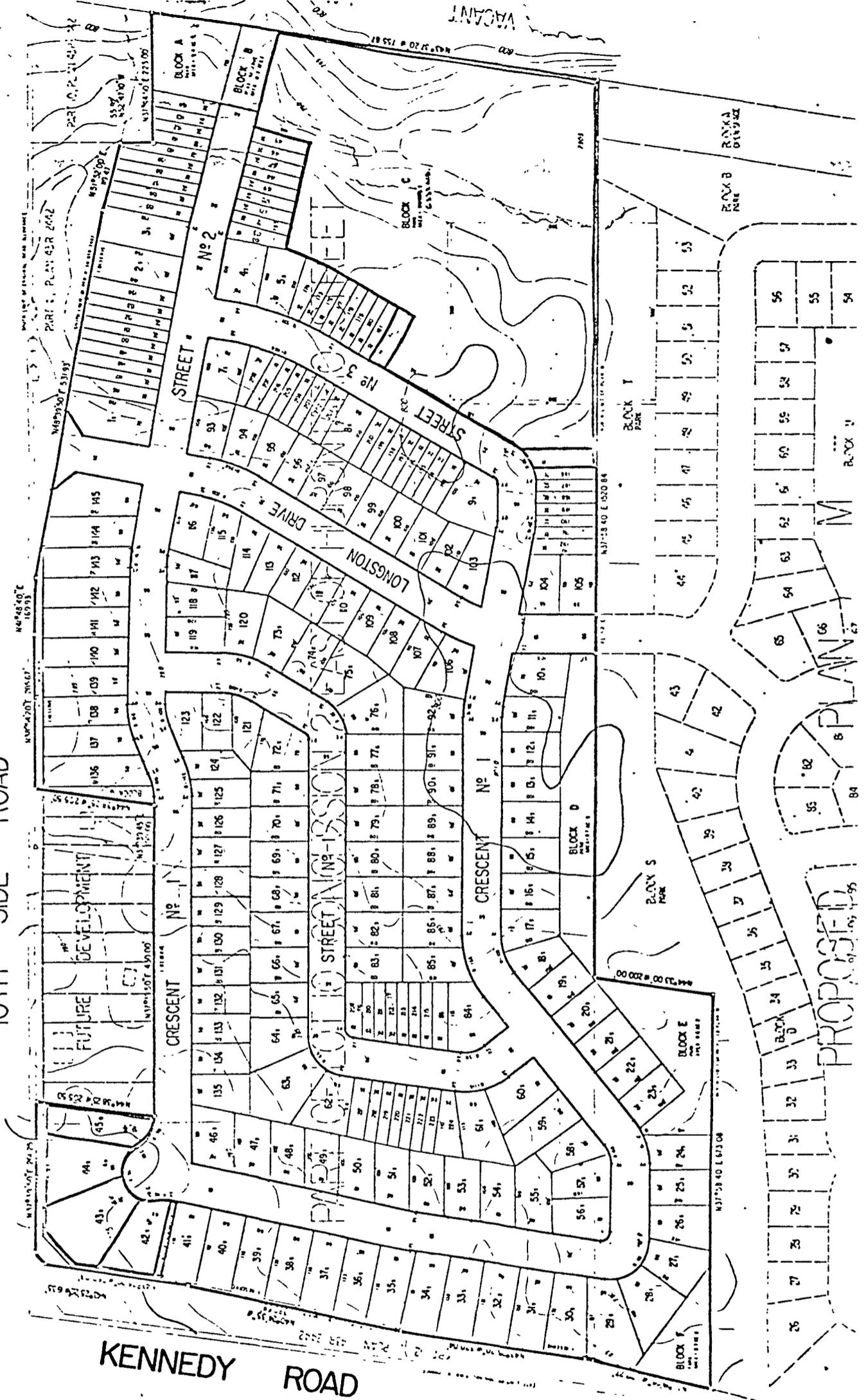


SCHEDULE "A"

The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy) and being that part of Lot 10, Concession 2, East of Hurontario Street, shown as Parts 1 and 2 on a reference plan in the Land Registry Office for the Land Titles Division of Peel (No. 43) referred to as number 43R-6652.

ROAD ALIGNMENT BETWEEN LOTS 10 AND 11, CONCESSION 2 EAST OF HURONWIND STREET 1

**10TH SIDE ROAD**



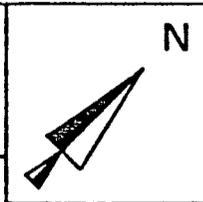
**KENNEDY ROAD**

**Development Agreement  
Schedule 'B'**

**Legend**


**Scale**

0 metres	50	100
0 feet	200	400

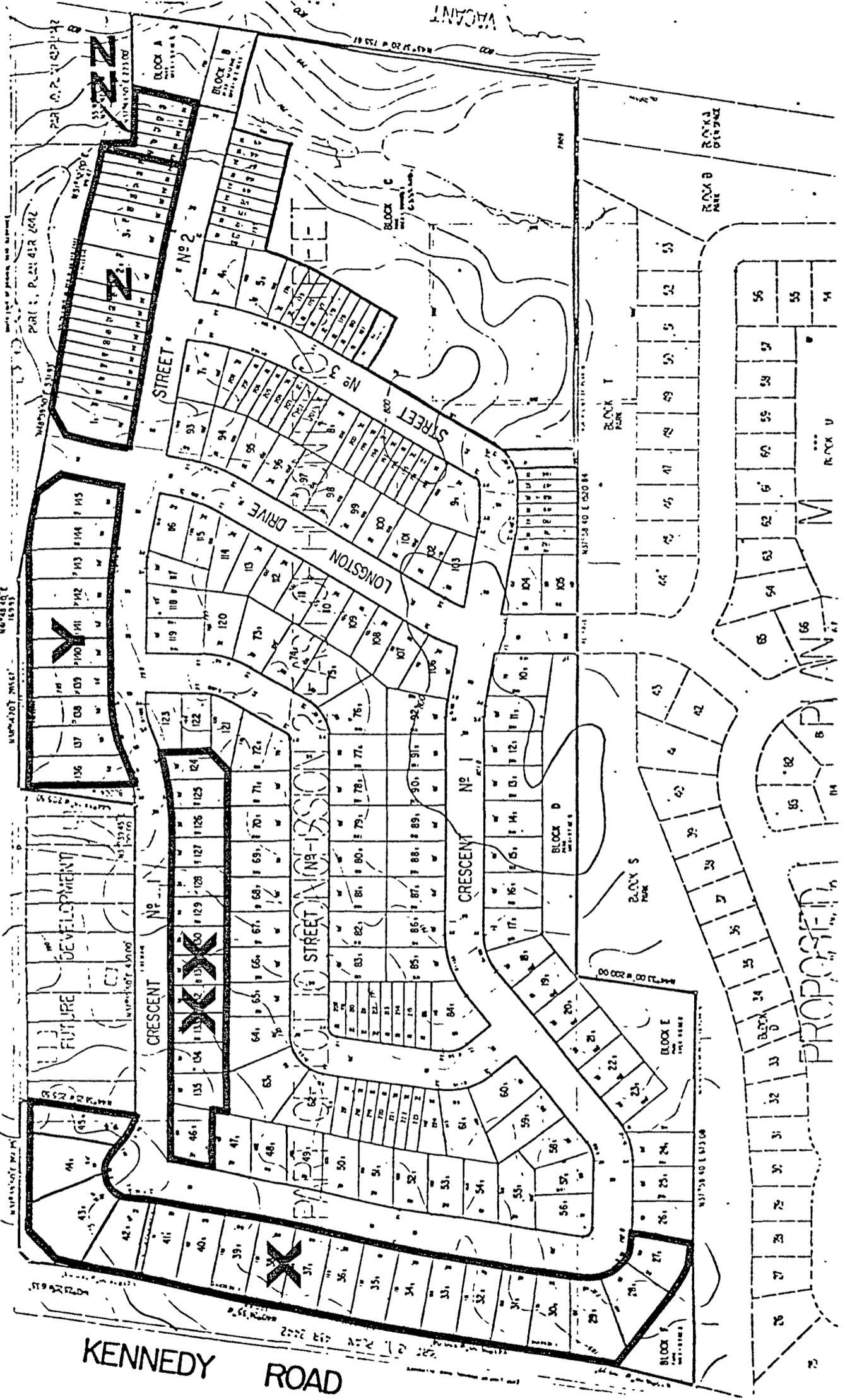


Drawn	ps
Date	1978-04-28
File No.	C2E10.2
Dwg. No.	A

CITY OF  
**BRAMPTON**  
PLANNING  
DEPARTMENT

011-116

ROAD ALIQUANCE WITHIN LOTS TO THE EAST OF MURDOCH STREET  
**10TH SIDE ROAD**



Development Agreement  
 Schedule 'B-1'



1:2500

**CITY OF BRAMPTON**  
 Planning and Development

Date: 1979 04 04 Drawn by: T.S.

File no C2E10 2 Map no. 44-11K

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. Blocks A, C, D, E and F as shown on the plan for parklands and open space purposes.
2. Block B shall be dedicated on the plan as a public highway and terminated at its easterly end as cul-de-sac.
3. One Foot Reserve along Crescent No. 1 from Lot 45 to Block G.
4. Ten Foot (10'0") walkway between Lots 41 and 42.

LANDS TO BE CONVEYED TO THE REGION OF PEFL

One Foot Reserve along widened limit of Kennedy Road.

LANDS TO BE CONVEYED TO THE MINISTRY OF TRANSPORTATION AND COMMUNICATIONS

1. Seventeen Foot (17'0") road widening along Bovaird Drive to the satisfaction of the Ministry.
2. One Foot Reserve along the entire widened limit of Bovaird Drive (No. 10 Sideroad) and the hypoteneuse of the visibility triangle.

SPECIAL CLAUSES

1. Block G shall only be developed in conjunction with development on abutting land to the north-west and the Owner acknowledges that a building permit will not be issued with respect to this block until such time as a building permit is available for land abutting to the west.
2. Prior to the commencement of any of the works provided for by this agreement, the Owner shall enter into a development staging program agreement satisfactory to the City.
3. The Owner shall insert a clause in the deed or transfer of each dwelling unit constructed on the plan to the effect that there are licensed gravel pits operating on land to the east and north of the plan and that residents may therefore be subject to annoyance factors in excess of normal conditions generally expected in a subdivision.
4. The Owner shall insert the following statement  

"Due to increasing traffic volumes, noise levels on this property may become of concern, noise occasionally interfering with some activities of the dwelling occupants."

in all agreements of purchase and sale with respect to Lots 1 to 3 both inclusive, 29 to 45 both inclusive, 136 to 164 both inclusive, all of which lots are shown on the plan and the Owner further agrees to register on the title to all of these lots in a form satisfactory to the Master of Titles, the foregoing statement.
5. The Owner shall, at its own expense, in accordance with plans and specifications approved by the Municipal Engineer, construct sidewalks on Kennedy Road and No. 10 Sideroad where abutting the plan, or alternatively, at the discretion of the Municipal Engineer, the Owner may pay cash-in-lieu of constructing these sidewalks. This payment shall be made prior to registration of the plan.
6. The Owner shall, at its own expense, obtain all necessary entrance permits from the Ministry of Transportation and Communications for the connection of Longston Drive to No. 10 Sideroad prior to registration of the plan. Any works required to connect Longston Drive to No. 10 Sideroad shall be shown on the detailed engineering drawings required by this agreement, and shall be carried out at the owner's expense.
7. The Owner covenants and agrees to provide double glazed windows and central air conditioning in those dwelling units to be erected on all lots abutting Kennedy Road and Bovaird Drive, namely Lots 205 to 221 and 94 to 125, all inclusive.
8. The Owner covenants and agrees to provide, in accordance with the standards of the Ministry of the Environment, a minimum of six hundred (600) square feet of noise protected outdoor recreation area with appropriate private screening on the shielded side of all lots adjacent to Kennedy Road and No. 10 Sideroad (Bovaird Drive) intended for development as single family dwelling units. The Owner further agrees that all units to be erected on the above mentioned lots will be a minimum of one and one-half storeys in height and that the design of each unit will recognize the existence of the noise protected outdoor recreation area and allow for easy access to it.

9. The Owner covenants and agrees to provide, in accordance with the standards of the Ministry of the Environment, a minimum of five hundred (500) square feet of noise protected outdoor recreation area with appropriate private screening on the shielded side of all lots adjacent to Kennedy Road and No. 10 Sideroad (Bovaird Drive) intended for development as semi-detached dwelling units. The Owner further agrees that all units to be erected on the above mentioned lots will be a minimum of one and one-half storeys in height and that the design of each unit will recognize the existence of the noise protected outdoor recreation area and allow for easy access to it.

The Owner covenants and agrees to include the following notice on title and each subsequent Offer of Purchase and Sale for all dwelling units to be erected on lots adjacent to Kennedy Road and No. 10 Sideroad (Bovaird Drive):

"Due to increasing traffic volumes, noise levels on this property may become of concern, noise occasionally interfering with some activities of the dwelling occupants."

The Owner shall also display a copy of this notice in all display areas established in accordance with Clause 48 of this agreement.

11. The Owner agrees that the twenty (20) foot lots lying adjacent to No. 10 Sideroad (Bovaird Drive) intended for street townhouse development, shall only be developed for single or semi-detached dwelling units in accordance with the site plan referred to in paragraph 12. The Owner further agrees to provide, in accordance with the standards of the Ministry of the Environment a minimum of either five hundred (500) or six hundred (600) square feet as may be appropriate of noise protected outdoor recreation area as described in paragraphs 8 and 9 hereof.

12. The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits with respect to any of the lots within the blocks shown on the plan attached hereto as Schedule 'B-1' until such time as a site plan for the development of that particular block is approved by the City and the Owner has executed an agreement with respect to the development of that block satisfactory to the City. Without limiting the generality of the foregoing, the site plan shall show the location and elevation of all buildings, the location and elevation of all existing highways and if possible, the location and elevation of all future highways, and if applicable, the noise attenuation barrier, fences, trees, shrubs and other suitable ground cover to provide adequate adequate landscaping and privacy.

13. All street townhouse dwelling units to be constructed on the lands shall be designed and constructed so as to provide access from front yard to rear yard for lawn and garden maintenance equipment and other similar equipment without passing through a habitable room which includes the kitchen, dining room, family room or living room of the dwelling unit. Where direct access is provided through an unfinished basement, the door opening to the rear yard must be adjacent to either sidewall of the dwelling unit and directly opposite to the door leading from the front yard to the basement. The Owner acknowledges that the Architectural Control Committee shall not approve any dwelling unit which does not comply with this clause and further acknowledges that the City shall not issue any building permits for dwelling units which do not comply with this clause.

14.

The  
Mechanics'  
Lien Act

The Owner shall comply with all of the provisions of The Mechanics' Lien Act, R.S.O. 1970, Chapter 267, as amended from time to time (herein called the "Act") and shall hold in his possession and in a separate account the statutory holdback and any additional amounts required by reason of notice of Mechanics' Lien rights. These funds shall not be dispersed except in compliance with the Act. The Owner shall be liable to the City and the Region for any loss or damages suffered by the City and the Region by reason of any failure, neglect or refusal by the Owner to comply with the Act. The Owner shall indemnify and hold harmless the City and the Region from all actions, causes of actions, 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.

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 Clause 39 of this agreement to reimburse the City and the Region for any amounts which the City and the Region may have been required to pay by reason of the Owner's failure to comply with this Clause. The City shall not reduce 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 the Act have been complied with.

CITY LEVIES

1.  
City  
levies

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

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

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

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

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

2.  
Tax  
Stabili-  
zation  
Levy

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

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

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

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

3.  
Road and  
Bridge  
Levy

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

These levies shall be paid as follows:

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

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

REGIONAL LEVIES

1. Regional development levies are as follows:

	<u>BASE CONTRIBUTION</u> <u>January 1, 1974</u>
(a) Single family, semi-detached, townhouse and other forms of low rise, multiple residential units	\$1,300.00 per unit
(b) Apartment units	
(i) Under 900 sq. ft.	600.00 per unit
(ii) 900 to 1150 sq. ft.	900.00 per unit
(iii) Over 1150 sq. ft.	1,200.00 per unit

(1976-334-28)

2. Regional development levies shall be adjusted twice yearly as of February 1 and August 1 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 1 and August 1, respectively, of each year.

W-B  
*[Handwritten signatures]*  
Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to The Regional Municipality of Peel for such Regional levies for remittance to the Region within ten (10) days of receipt of same.

3. Regional development levies are subject to reduction provisions in the amount of ten (10) per cent for sanitary sewers, and a like amount for water:

- (a) where the development proposed is outside of designated sanitary sewer or water service areas

OR

- (b) where by prior agreement the Owner has been exempted from payment of levies for these purposes. (1976-334-28)

4. The Regional development levy policy may be changed from time to time by resolutions of the Council of the Region of Peel, and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Regional development levy policy provided that no such change shall take effect earlier than two full years after the date upon which the relevant Area Municipal council passed a by-law authorizing the execution of that agreement. (76-334-28)

**CATE**

DATED: April 5, 1979.

FLOWERTOWN SHOPPING CENTRE LIMITED  
and TIPTOP CONSTRUCTION LIMITED,  
carrying on business in partnership  
under the firm name and style of  
DARCEL CONSTRUCTION COMPANY

THE CORPORATION OF THE CITY OF  
BRAMPTON

THE REGIONAL MUNICIPALITY OF PEEL  
WILLIAM BOVAIRD

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MEMORANDUM OF AGREEMENT

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LÁSZLÓ PÁNDY-SZEKERES  
SOLICITOR FOR  
THE CITY OF BRAMPTON

221227

No.  
Received in the Office of  
Land Titles at Brampton at  
*4:06 pm* on  
the *7* day of *June* 1979  
and entered in  
Parcel *10-2*  
Section *43-Ching-2 E745.*

*Nera Porter*  
Land Registrar

*mg*

PASSED April 9, 1979

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# BY-LAW

No. 68-79

To authorize the execution of an Agreement between Flowertown Shopping Centre Limited, Tip Top Construction Limited, The Regional Municipality of Peel, the Corporation of the City of Brampton and William Bovaird.