



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* ~~86-85~~  
to authorize the execution of an  
agreement between Marathon  
Realty Company Limited, The  
Regional Municipality of Peel  
and The Corporation of the City  
of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated March 18th, 1985 between Marathon Realty Company Limited, The Regional Municipality of Peel and The Corporation of the City of Brampton; and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 18th day of March, 1985.

  
KENNETH G. WILLIANS MAYOR

  
LEONARD J. MIKULICH CLERK

MEMORANDUM OF AGREEMENT made in duplicate this  
18<sup>th</sup> day of MARCH, 1985.

B E T W E E N :

MARATHON REALTY COMPANY LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

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 there are no mortgages of the lands;

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

APRIL/84

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

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

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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

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



in furtherance of the Owner's obligation aforesaid;

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

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

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

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

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

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

3.11.1 certificate of progress payments,

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

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

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

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

Owner's  
Expense

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.

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

5.2 The Owner shall construct and complete the sanitary sewer drainage works including lateral connections to the street line for each lot or block as shown on the plan, including all appurtenances, manholes, apparatus

orm  
sewers

sanitary  
sewers


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

Water  
Systems

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



within the plan and may be sized to service 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.



Top Soil


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

7.  
Roads

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

Private  
Roads

7.2 The Owner agrees that in any industrial condominium developments all private roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Commissioner of Public Works and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.



Regional  
Roads

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

8.

Curbs

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

9.

Pedestrian  
Ways

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

10.

Street Name  
& Traffic  
Signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan, which includes all intersections with external streets adjoining the plan in such locations as approved by the Commissioner of Public Works, which signs shall be in conformity with the specifications of the City or the Region. The Owner shall pay the City or the Region for all traffic devices as shown on the approved engineering plans installed by the City or the Region on

all roads within or abutting the plan within thirty (30) days from the date of invoice by the City or the Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

11.  
Street  
Lights

The Owner shall construct and install to the City or the Region's specifications, a street lighting system along all roads shown on the plan to the satisfaction of the Commissioner of Public Works and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two (2) months after the first occupancy on each street.

12.  
Building  
Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed and the public road providing access to the building site have been constructed, complete with base curb or curb and gutter and all granular material required up to and including base course asphalt. Building permits may be issued prior to completion of the base course asphalt specified in this clause on the authorization of the 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.

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 Commissioner of Public Works and

shall apply a binder from time to time as may be required by the City 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 Commissioner of Public Works are a result of 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 (24) hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four (24) hour period, the 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 (30) days of the date of the invoice from the City.

14.  
Commence-  
ment of  
Construc-  
tion

The Owner shall not commence construction of the works required by this agreement until the detailed engineering specifications of such works have been approved by the Commissioner of Public Works and the landscape and fencing plan and specifications of such works have been approved by the Commissioner of Community Services and/or the Commissioner of Planning and Development, 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 land-

landscape and fencing plan and specifications have been approved by the Commissioner of Community Services and/or the Commissioner of Planning and Development and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

5.  
Main-  
tenance  
of  
Services

15.1 The Owner shall maintain the underground works for a period of two (2) 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 asphalt, whichever occurs later.

15.2 The Owner shall maintain all of the above-ground 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 (2) 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 (1) more year after which the Commissioner of Public Works shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or the Region and that the Owner be released from its obligations under this agreement.

16.  
Owner in  
default

If, in the opinion of the 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 com-

pleted within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the 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 (10) clear days after such notice or within such time period as may be designated by the Commissioner of Public Works, then, in that case, the 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 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 (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City or the Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

17.  
Existing  
& Final  
Elevations

Prior to the registration of the plan, the Owner shall submit to the City Commissioner of Public Works, the Commissioner of Community Services, and the Commissioner of Planning and Development, a plan or plans showing:

- 17.1 the existing and final elevations of the lands as determined by reference to a geodetic bench mark or an established City of Brampton bench mark,
- 17.2 final grades of all roads as approved by the City Commissioner of Public Works,
- 17.3 the lands designated for drainage works, and shall obtain approval of such elevations from the City Commissioner of Public Works, and
- 17.4 the landscape and fencing, grading, and planting plans of parklands, boulevards, and and buffer areas.

18.  
Lot and  
Block  
Grading &  
Drainage

The Owner shall, at all times prior to the final acceptance of the works by the City in accordance with paragraph 38 of this agreement, be responsible for the drainage of all 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 (3) 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 discretion of the City Commissioner of Public Works at any time prior to the final acceptance of the works as aforesaid and prior to the expiration of the

right to enter and the Owner fails to make such rectification when so instructed by the 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 fifteen per cent (15%) of the cost of labour and material. The Owner agrees that neither it nor its successors and assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Commissioner of Public Works.

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 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 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 (6) inches; cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the Commissioner of Public Works.

20.                   20.1               The Owner covenants and agrees that neither it nor its successors and assigns shall permit the occupancy of any building or part thereof erected on the said lands:

20.1.1               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 Commissioner of public Works;



20.2 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 road are completed and accepted by the City.

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

22. The Owner covenants and agrees that if any  
Maintenance of person should occupy a building within the said plan of  
Roads & subdivision before the road has been finally accepted by  
Snow the City, the City, through its servants, contractors or  
Plowing 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 and all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.

Expedi-  
tious 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 (1) year of the registration of the plan and that all aboveground services be installed within three (3) years of the date of registration of the plan, unless such time is extended by the Commissioner of Public Works. Provided that if, in the opinion of the Commissioner of Public Works, the construction and installation of some of the works should be delayed, the Commissioner of Public Works may by written notice direct that such work be delayed until the date specified in 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 in a location approved by the City and replaced upon the lands within the plan after the completion of the building operations. Stockpiles of topsoil shall not exceed two (2) metres in height nor have slopes

steeper than three to one (3:1). In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15th and October 1st in any year and the City shall be required within sixty (60) days to remove the top soil or, after the expiry of the sixty (60) days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.  
Land-  
scaping  
by the  
Owner

25.1 The Owner shall, prior to the release of the plan for registration, prepare and have approved by the Commissioner of Planning and Development, a landscape and fencing plan for all the 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 Commissioner of Planning and Development and the 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 (1) deciduous tree (minimum seventy (70) millimeter caliper) at an average of fifteen (15) metre intervals as shown on the approved landscape and fencing plan. The Owner shall maintain all trees for a period of two (2) years from the date of performance acceptance of tree planting by the Commissioner of Community Services and shall replace all trees failing to establish a healthy growth within that two (2) year period. The foregoing two (2) year maintenance and replacement provisions shall apply to all replacement trees planted pursuant to this paragraph unless the Owner makes arrangements satisfactory

to the Commissioner of Community Services prior to the final acceptance of the works by the City to provide a performance guarantee for the maintenance and replacement of such replacement trees.

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

Industrial  
Lot or  
Block  
Landscap-  
ing

25.2 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 Planning and Development Department a landscape and fencing 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 landscape and fencing plan has been approved by the Commissioner of Planning and Development.

All work shown on the approved landscape and fencing 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.

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 Commissioner of Community Services, the Commissioner of Planning and Development, and the 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 landscape and fencing plan and must be to the satisfaction of the Commissioner of Community Services, the Commissioner of Planning and Development, the Commissioner of Public Works, 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 industrial lots and prior to the sale of the abutting industrial lots and all other fencing required under this agreement or indicated on any landscape and fencing 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 Commissioner of Community Services to be left in their natural state or finished to another standard. Such grading and drainage plans to

be approved by the City Commissioner of Public Works and the Commissioner of Community Services, and to be completed in accordance with the City specifications.

29.  
Tree  
Protection

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

30.  
Archi-  
tectural  
Control  
Committee

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

- 30.1 one member to be appointed by the Owner;
- 30.2 one member to be appointed by the City Council;
- 30.3 one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

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

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

OTHER APPROVALS

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

32. Hydro Services  
Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands, with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including the payment of levies as the said authority shall require, provided however, that the electrical distribution system may be underground or overhead. 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. Approval - M.of N.R.& Conservation Authority 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 watercourses 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 the Ministry that this requirement has been complied with.

FINANCIAL

34. 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.



35. Insurance

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

- 35.1 be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);
- 35.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;
- 35.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 35.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 35.5 contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and
- 35.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

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

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

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

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

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

36.2 Upon the failure by the Owner to complete a specified part of the work requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security as referred to in paragraph 36.1 above to pay the cost of any part of the works the Commissioner of Public Works may deem necessary.

36.3 The City agrees to reduce, from time to time, the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in paragraph 36.1 hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Commissioner of Public Works upon receipt of:

36.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid; and

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

36.3.3 all certificates of the substantial performance of all contracts and subcontracts as

required by the Construction Lien Act, for such completed works, together with the proof of publication thereof.

The remaining ten per cent (10%) for the underground services and plant materials shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Commissioner of Public Works. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Commissioner of Public Works and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty (30) days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the aboveground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

36.4 Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any cash deposit, letter of credit or other negotiable security as referred to in paragraph 36.1 where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost

as established by the 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 are are required by the Commissioner of Public Works.

37.  
Bench  
Marks

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

38.  
Final  
Acceptance  
of Works

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

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

- 38.1.2 a certificate of the Owner's consulting engineer and landscape architect certifying that there are no outstanding or potential lien claims in respect of all of the completed works pursuant to the Construction Lien Act;
- 38.1.3 a statement by a registered Ontario land surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one (1) month prior to the application by the Owner for final acceptance of the works;
- 38.1.4 further that he has placed all bench marks as required under Clause 37 and that he has provided the Commissioner of Public Works with the description of location and elevation of these bench marks;
- 38.1.5 one complete set of inked "as constructed" linens or cronoflex reproductions of all works including lot grading.
- 38.1.6 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for all the works constructed within the plan, together with proof of publication of these certificates.

38.2           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, demands and costs whatsoever arising by reason of the Owner, its agents or employees doing, failing to do, or doing incorrectly or negligently anything it is required to do by the terms of this agreement

39.  
Admini-  
stration  
Fees

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

GENERAL

40.  
Convey-  
ances

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

41.  
Solicitor's  
Certificate

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

42.  
Copies  
of Plans

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

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



43.  
Land use  
& Signs

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

44.  
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 industrial purposes and requiring exemption from part lot control.

45.  
The  
Construction  
Lien Act

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

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

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

45.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any actions brought against the City and/or the Region pursuant to the Act and arising out of performance of this agreement by the Owner and its servants, employees, agents and contractors.

45.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 36 of this agreement:

45.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 45.2 of this agreement; and

45.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 45.3 of this agreement.

45.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 36 of this agreement until the City is satisfied that all of the provisions of paragraphs 45.1, 45.2 and 45.3, together with all other applicable provisions of this agreement have been complied with.

46.  
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.

47.  
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.

48.  
Discretion  
- Comm. of  
Public Works

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

49.  
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 the Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

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

50.

Registration  
Cost

The Owner consents to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City, the cost of this registration and the cost of the registration of all conveyances of land, grants of easement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the City a sum of money as estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

51.

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.

LEGAL  
 APPROVAL  
 TO FORM  
 BY [Signature]  
 DATE Sept 13/85

MARATHON REALTY COMPANY LIMITED

[Signature]  
 VICE PRES ONT & MANITOBA  
[Signature]  
 ASSISTANT SECRETARY  
 TITLE

AUTHORIZATION BY-LAW  
 NUMBER 86-85  
 PASSED BY CITY  
 COUNCIL ON THE 18<sup>th</sup>  
 DAY OF MARCH 19 85

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]  
~~KENNETH G. WILLIAMS~~ MAYOR  
 KENNETH G. WILLIAMS  
[Signature]  
~~RALPH J. MIKULICH~~ CLERK  
 LEONARD J. MIKULICH

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]  
 FRANK BEAN REGIONAL CHAIRMAN  
[Signature]  
 LARRY E. BUTTON REGIONAL CLERK

LEGAL DESCRIPTION OF THE LANDS

The land 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 the parts of Lots 2 and 3, Concession 7, Northern Division, designated as Parts 2, 3, and 4 on a reference plan in the Land Registry Office for the Registry Division of Peel (No.43) as number 43R-9197.

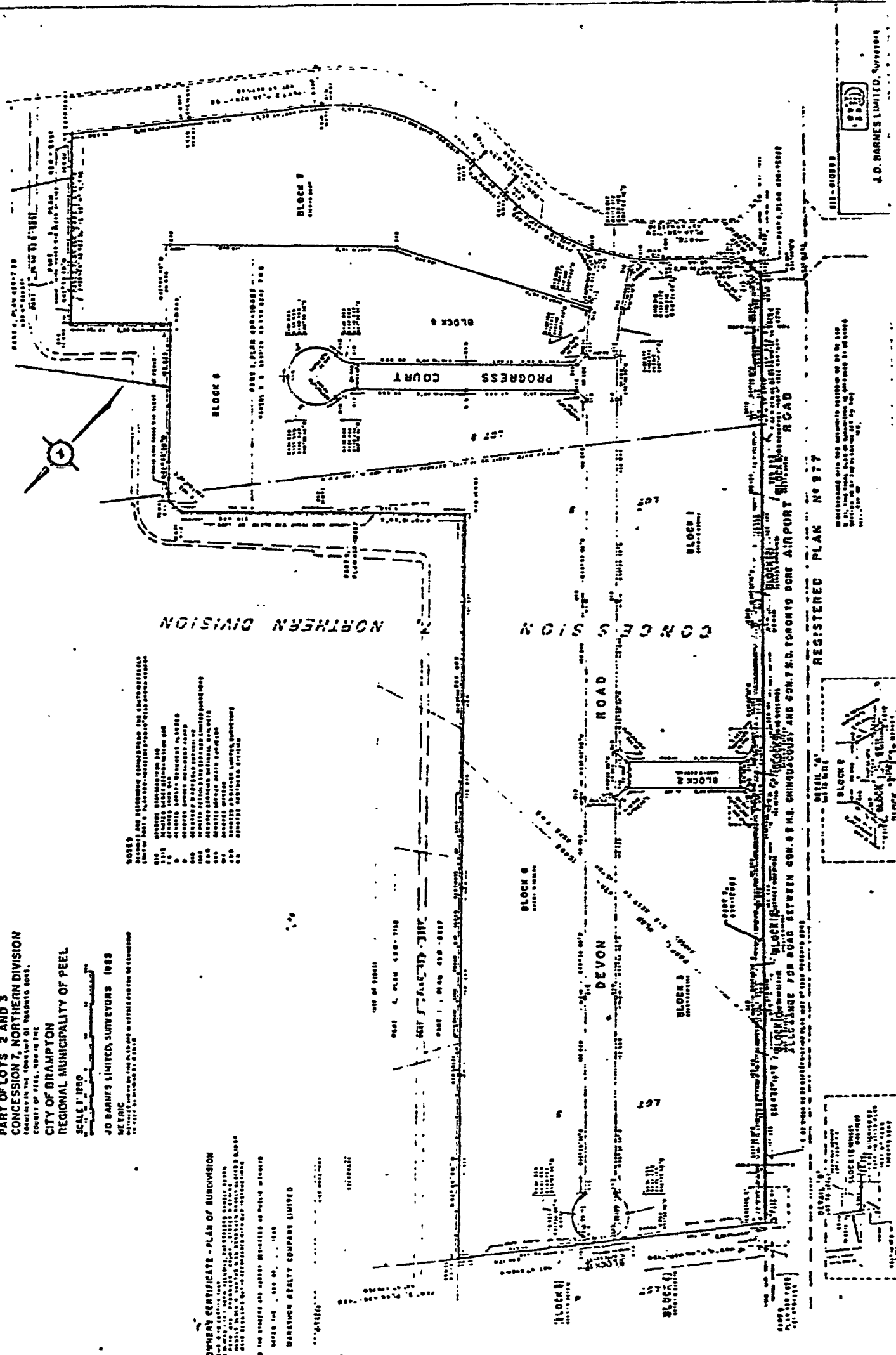
70-8714

**SKETCH SHOWING**  
**PART OF LOTS 2 AND 3**  
**CONCESSION 7, NORTHERN DIVISION**  
 COUNTY OF PEEL, 1000 ACRES  
**CITY OF BRAMPTON**  
**REGIONAL MUNICIPALITY OF PEEL**  
 SCALE 1"=100'  
**J.D. BARNES LIMITED, SURVEYORS 1988**  
 METRIC  
 THIS PLAN IS A SKETCH SHOWING AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSES.

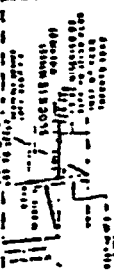
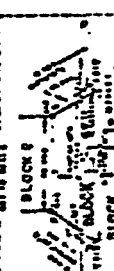
- NOTES**
1. ALL DIMENSIONS ARE TO CENTERS UNLESS OTHERWISE SPECIFIED.
  2. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES.
  3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
  4. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
  5. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
  6. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
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  9. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
  10. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.

**OWNER CERTIFICATE - PLAN OF SUBDIVISION**  
 I, THE UNDERSIGNED, being the owner of the land described in the above title, do hereby certify that the plan of subdivision is a true and correct copy of the original plan of subdivision as shown to me by the Surveyors, and that the same is in accordance with the provisions of the Survey Act, R.S.O. 1980, c. 43, and the Regulations made thereunder.

**WARRISON REALTY COMPANY LIMITED**  
 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T5



**J.D. BARNES LIMITED, Surveyors**  
 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T5  
 TEL: (416) 291-1111



SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY

1. Block 2 as shown on the plan.  
Temporary  
Road

2. Block 11 as shown on the plan.  
0.3 Metre  
Reserve

LANDS TO BE CONVEYED TO THE REGION OF PEEL

1. Block 12 as shown on the plan.  
Road  
Widening

2. Blocks 8, 9 and 10 as shown on the plan, reserving a  
Road right-of-way over Block 9 for a temporary road as  
Widening provided in paragraph 11 of Schedule D.

EASEMENTS TO BE CONVEYED TO THE CITY

1. Blocks 4 and 5, as shown on the plan.  
Temporary  
Turning  
Circle



SCHEDULE D

SPECIAL CLAUSES

1.  
Works

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

2.  
Lateral  
Connections

Notwithstanding the provisions of sections 5.1, 5.2, and 5.3, the Owner is not required to construct and complete storm sewer connections, sanitary sewer lateral connections or water services connections to the street lines. In addition to the requirements of section 20, the Owner covenants and agrees that neither it nor its successors or assigns shall permit occupancy of any building or part thereof on the lands within the plan until storm sewer connections, sanitary sewer lateral connections and water service connections to the street line have been installed and approved by the Municipal Engineer with respect to such building.

3.  
Oversizing

With respect to the Owner's obligations under sections 5.2 and 5.3 to construct sewers and water mains of a sufficient size and depth to service lands outside the plan, the Owner shall be reimbursed by the Region with respect to the additional costs incurred by it in constructing or oversizing such services to

service lands outside the plan, such reimbursement to be made in accordance with the Region's policies and practices in effect as of the date hereof for reimbursement of such costs. The Region will contribute to the Devon Road watermain oversizing only if the subdivision is fed off the lower pressure zone (with the first occupancy being the determining date).

4.  
Inapplicable  
Provisions

It is confirmed and acknowledged that the provisions of section 28 of the agreement to which this Schedule is annexed are not applicable to the lands.

5.  
Access to  
Intermodal  
Drive

A maximum of five (5) lots will be permitted fronting on the north side of Intermodal Drive between Devon Road and the easterly limit of the plan of subdivision. A maximum of two driveway accesses from each of these lots to Intermodal Drive will be permitted, although driveway access to the lot immediately east of Devon Road must be at least forty (40) metres from the centreline of Devon Road. The exact location of these driveway accesses shall be determined as part of the site plan approval process pursuant to the City's site plan control by-law, 50-82. The City agrees to remove appropriate portions of the 0.3 metre reserve along the north limit of Intermodal Drive to permit these driveway accesses in approved locations.

6.  
Construction  
Inter-  
modal Drive

The Owner, at its own expense subject to reimbursement by the City as hereinafter provided, shall upgrade Intermodal Drive as part of the works under this agreement. This upgrading shall consist of the widening of the roadway and constructing curbs,

gutters, sanitary sewers, storm sewers, watermains, sidewalks, boulevard sodding and landscaping, and street lighting up to the easterly limit of the lands but not beyond. Before tendering the construction of the upgrading or letting any contracts with respect thereto, the tenders and contracts shall be approved by the City Commissioner of Public Works, acting reasonably.

The City shall, upon completion of the upgrading to the reasonable satisfaction of the City Commissioner of Public Works, reimburse the Owner for fifty per cent (50%) of the final cost of such upgrading, as confirmed by the City Commissioner of Public Works, excluding any costs relating to the construction of sanitary sewers and also excluding any amounts for which the Owner receives reimbursement from the Region pursuant to section 3 of the Schedule D. The Owner acknowledges that if the upgrading is completed prior to June 1985, funds may not be immediately available for reimbursement to the Owner by the City.

7.  
Dedication  
of Inter-  
modal Drive

The City shall, on the same day as the by-law is enacted authorizing the execution of this agreement, enact a by-law establishing Intermodal Drive, being part 1 on Reference Plan 43R-7158, and part of the 0.3 metre reserve along the northerly side of Intermodal Drive at its proposed access to Devon Road, being part of part 2, Plan 43R-7158, as a public highway to be known as Intermodal Drive. The Owner shall provide all surveys and legal descriptions required by the City to be included in such by-law.

8.  
Airport Road  
Island

The improvements to be carried out by the Owner to abutting Regional roads as referred to in section 7.3 shall, in addition to those noted in section 6 of this Schedule D, consist of the construction of a raised island, acceptable to the Region, along the centre line of Airport Road across from the temporary access to Airport Road to be constructed on Block 2, such island to provide for right-in/right-out access only at Block 2. Removal of the island and reinstatement of Airport Road shall be the responsibility of the Owner as and when required by the Region. Removal and reinstatement of pavement when the island is removed shall be carried out by the Region at the Owner's expense.

9.  
Sidewalks

Notwithstanding the provisions of sections 21 and 25.1, sidewalks, walkways, boulevard sodding or seeding and boulevard tree planting are to be completed by the earlier of sixty (60) days after placing the top course of asphalt for the final phase of development as referred to in paragraph 15 of this Schedule D, or one year prior to expiry of the maintenance period for the final phase. Sidewalks are to be constructed by the Owner on the west side of Devon Road and on the north side of Intermodal Drive abutting Block A. A sidewalk is to be constructed on Airport Road if required by the City prior to the final acceptance of the works by the City. If not required by the City at such time the developer shall pay cash-in-lieu of such sidewalk in an amount satisfactory to the City prior to the final acceptance of the works.

10.  
Temporary  
Turning  
Circle

The Owner shall grant to the City temporary easements over Blocks 4 and 5 for use by the public as a temporary turning circle for vehicles, until such time as Devon Road is extended northerly to the existing road system in a manner satisfactory to the City and the Region, at which time the City shall release any interest in Blocks 4 and 5 to the Owner, or as it may direct.

11.  
Blocks 2 & 9  
Temporary  
Road

The Owner shall convey Block 2 to the City and Block 9 to the Region (part of 0.3 metre reserve) reserving a right-of-way over such Blocks 2 and 9 in favour of the lands within the plan to provide access from Devon Road to Airport Road. The Owner shall construct a temporary roadway and all other municipal services as may be required by the Commissioner of Public Works on Blocks 2 and 9 in accordance with City standards and shall erect signs at each end of this temporary roadway indicating that it is a temporary roadway and shall be closed in the future. Upon completion of the extension of Devon Road northerly to the existing road system in a manner satisfactory to the City and the Region, the Owner shall remove the temporary roadway to the satisfaction of the City and the Region at the Owner's expense and the City shall then reconvey Block 2 to the Owner or as it may direct. In addition, at such time the Owner's right-of-way over Block 9 shall terminate.

12.  
Drainage &  
Storm Water  
Management  
Study

12.1 Notwithstanding that an overall storm water management study (herein called the "overall study") has been undertaken for the lands included in Official Plan Amendment No. 6, the Owner shall, prior to the final approval of the plan and prior to the initiation

of any grading of the lands, prepare and have approved by the City, the Metropolitan Toronto and Region Conservation Authority and Canadian National Railways, a specific detailed storm water management study and engineering and drainage report for the lands which will:

- 12.1.1 describe the storm water management techniques which may be required to minimize the amount of storm water draining from the lands and the proposed methods for controlling or minimizing erosion and siltation on the lands and/or in downstream areas during and after construction.
  - 12.1.2 show the overall grading plan for the lands.
  - 12.1.3 include a rerun of the computer model of the post-development flows, together with the detailed design hydrographs pertaining to the proposed development.
- 12.2 In the event the rerun of the computer model shows that the post-development flows exceed the pre-development flows, the Owner acknowledges that the plan will not be released for registration until sufficient detention storage in the opinion of the Commissioner of Public Works has been committed.
- 12.3 The Owner shall:
- 12.3.1 carry out or cause to be carried out to the satisfaction of the City and the Metropolitan Toronto and Region Conservation Authority, the works recommended and approved in the study and report referred to in paragraph 12.1 and the Owner shall obtain a permit for the construction of these works.
  - 12.3.2 prior to the final approval of the plan, pay to the City the sum of One Thousand, Two

Hundred and Eighty Dollars (\$1,280.00) as a contribution to the cost of preparation of the overall study or provide evidence satisfactory to the City that the Owner has already contributed its share to the cost of the overall study.

12.4 The Owner shall not commence any development activity on the lands, including the initiation of any grading, except in accordance with the provisions of this agreement and until such time as the Commissioner of Public Works has notified the Owner that the overall study has been completed and approved by the City and the Metropolitan Toronto and Region Conservation Authority. In addition to the works recommended in the specific study, the Owner shall construct and provide or cause to be constructed and provided the works recommended in the overall study which, according to this study, are to be located on the lands.

13.  
Existing  
Buildings

Any structure located on the proposed public highways, as shown on the plan, shall be removed prior to the registration of the plan. All other buildings shall be removed prior to the issuance of a building permit for an industrial use building.

14.  
Zoning  
By-law

The Owner agrees to support a by-law zoning the lands for an appropriate class or classes of industrial uses with appropriate requirements and restrictions, including provisions for sufficient building setbacks and buffer areas adjoining the major arterial road and other uses.

15.  
Phasing

Notwithstanding the provisions of clause 23, the installation of services and construction of the works, may be phased over time provided that the extent and timing of such phasing has been approved by the Commissioner of Public Works. In that regard, it is agreed that, notwithstanding paragraph 11 of this Schedule D, the Owner need not construct the temporary road on Block 2 and Block 9 nor convey Block 2 to the City or undertake the work referred to in paragraph 8 of this Schedule D until such time as building permits have been issued for at least two hundred thousand (200,000) square feet of gross building floor area of industrial buildings on the lands, provided however, that such conveyance shall be given and such works completed prior to the final acceptance of the works by the City.

It is further agreed that if prior to Block 2 being conveyed and the temporary road being constructed, arrangements are made for the extension of Devon Road northerly to an existing road system in a manner satisfactory to the City and the Region, then the conveyance of Block 2 and the construction of the above temporary road and Airport Road island works shall no longer be required.

Until such a time as a temporary road is constructed on Block 2 or is no longer required as provided above, the Owner shall, immediately following the issuance of the first building permit for a building within the plan, construct over Block 2 and Block 9, or at an alternative location approved by the City Engineer, a twelve (12) foot wide emergency access to Airport Road. Such access to have a gravel



base and design satisfactory to the City Commissioner of Public Works.

Notwithstanding the foregoing provisions, the underground services shall be installed within three (3) years of registration of the plan and the aboveground services shall be installed within five (5) years of registration of the plan, unless such time is extended by the City Commissioner of Public Works.

16.  
Hydrant  
Inspection

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

17.

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