



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 87-79

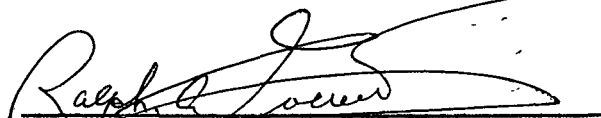
To authorize the execution of an agreement between Ottoper Investments Limited, Dino Investments Limited, Vince Forletta, Pasquale Cianfarani and Domenic Tersigni, carrying on business under the firm name and style of Foteci Investments, The Corporation of the City of Brampton, The Regional Municipality of Peel, Richard Edwin Cassin, Ruby May Cassin, Buduchnist (Toronto) Credit Union, Mary Bodnarchuk, Toronto Dominion Bank and Canadian Bank of Commerce.

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 Ottoper Investments Limited, Dino Investments Limited, Vince Forletta, Pasquale Cianfarani and Domenic Tersigni, carrying on business under the firm name and style of Foteci Investments, the Corporation of the City of Brampton, the Regional Municipality of Peel, Richard Edwin Cassin, Ruby May Cassin, Buduchnist (Toronto) Credit Union, Mary Bodnarchuk, Toronto Dominion Bank and Canadian Bank of Commerce, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND, and THIRD TIME and PASSED in Open Council this 23rd day of April, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this

16th day of APRIL, 1979.

B E T W E E N :

OTTOPER INVESTMENTS LIMITED, DINO INVESTMENTS LIMITED,
VINCE FORLETTA, PASQUALE CIANFARANI, and DOMENIC
TERSIGNI, carrying on business under the firm name and
style of FOTECI INVESTMENTS

hereinafter called the 'Owners'

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

RICHARD EDWIN CASSIN, RUBY MAY CASSIN, BUDUCHENIST
(TORONTO) CREDIT UNION LIMITED, MARY BODNARCHUK,
TORONTO DOMINION BANK, and CANADIAN IMPERIAL BANK OF
COMMERCE

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

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

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown as Schedule "B" attached hereto, hereinafter referred to as "the plan" (Draft Plan No. 21T-76016B);

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.
Muni-
cipal
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"

3.

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" linens 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.

The Owner shall design, construct and install at its own expense and in good workmanlike manner all works as hereinafter set forth and complete, perform or make payment for all such matters as are hereinafter provided for within such time limits as are specified herein. The works to be designed, constructed and installed by the Owner pursuant to this agreement shall constitute the minimum works which the City and Region shall be required to accept from the Owner; provided that nothing herein contained shall preclude the Owner from providing works in excess of those required in this agreement.

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.

- (a) The Owner shall construct and complete a storm drainage system in accordance with plans and specifications to be approved by the City Engineer.

- (b) The Owner agrees that approval for a private sewage disposal for each lot will be obtained from the Peel Regional Health Unit prior to the issuance of a building permit for the said lot.

- (c) (i) The Owner agrees that the development shall proceed on the basis of a municipal water supply system and on the basis that the subdivision area shall be preserviced with watermains and service connections in accordance with Regional standards

and that the timing of water connections will depend on staging of the extension of the South Peel Water System to this area;

(ii) 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 City of Brampton approval by the Commissioner of Public Works. 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.

(iii) The Owner agrees that a special impost charge shall be collected by the Region of Peel to provide for the extension of the South Peel Water System to this area as detailed in clause 38 hereof.

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.

(i) The Owner agrees that the horizontal and vertical alignment of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements, and that the construction and maintenance of any temporary turning circles and the length of time they shall remain open shall be determined to the satisfaction of the City.

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.

Drive-
ways

The Owner shall install paved driveways from at least the paved portion of the road to the front lot line of each lot to the specifications of the City and the driveway in front of each lot shall be completed prior to the issuance of an occupancy permit for any building on the said lot.

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.

0.

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.

1. 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.

2. 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.

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.

5. (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.

5. 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.

7.

existing and
final
elevations

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.

8.
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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.

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 facilities, watermains, base course asphalt and permanent street name 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.

1.
com-
pletion
of side-
walks,
sodding,
etc.

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

2.
main-
tenance
of
roads and
now
following

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.

3. 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.

4. 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.

Lot
land-
scaping

The Owner shall provide grass on the area of the lot from the front of the house to the street line except for the portions of that area which are taken up with driveway and trees. The Owner shall provide and plant a minimum of one deciduous tree (minimum two and one-half inch caliper) on the boulevard for each fifty feet (50'0") of boulevard within the subdivision and shall provide and plant other trees as required in accordance with the parks specifications of the City of Brampton and as shown on any 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.

6.

arkland
pecifi-
ations

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.

ncing

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.

3. 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.

9. 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.

0. 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.

1.

O.H.A.P.,
grants
or
equiva-
lent

No building permit shall be applied for by the Owner nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program 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 townshouses, 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

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

OTHER APPROVALS

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

3. 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.

The Owner agrees:

4. Ministry of Natural Resources Conservation Authority approval

- (i) to neither place nor remove fill of any kind in Blocks A, B or C, whether originating on the site or elsewhere, nor begin grading without prior written approval from the Metropolitan Toronto and Region Conservation Authority and the City of Brampton.
- (ii) to neither alter any existing vegetation in Blocks A, B and C, nor alter or direct or in any way disturb the channel of the Humber River tributaries without the written consent of the Metropolitan Toronto and Region Conservation Authority and the Ministry of Natural Resources.

(iii) prior to initiating any grading or construction on the site, to erect a snow fence or other suitable barrier along the rear lot lines of those lots abutting Blocks A, B and C, in order to prevent the unauthorized dumping of fill or destruction of vegetation in these blocks. This barrier shall remain in place until all grading, construction and re-sodding on the site has been completed to the satisfaction of the local Conservation Authority and the City of Brampton.

(iv) to prepare site plans for approval by the Metropolitan Toronto and Region Conservation Authority and Regional Health Unit prior to the issuance of any building permits. These site plans will indicate the location of proposed dwellings and septic tile field for all lots abutting Blocks A, B and C.

(v) prior to construction, to prepare a site plan for approval by the Ministry of Natural Resources which indicates the location of proposed dwelling on Lot 68 (as revised). This is in order to ensure that construction does not take place on that portion of the lot with a slope of greater than 15%.

(vi) a) to either have minimum setbacks from rear lot lines as indicated below:-

Lot 1	-	130 ft.
Lot 5	-	350 ft.
Lot 6	-	125 ft.
Lot 13	-	100 ft.
Lot 19	-	100 ft.
Lot 20	-	275 ft.
Lot 28	-	225 ft.

or

b) to prepare site plans for the above lots for approval by the Ministry of Natural Resources which indicate the location of proposed dwellings.

This condition will ensure that no building is constructed on land with a slope of greater than 15% (12.5

35.

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

36.

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.

37.

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.

38.

Regional
levies

- (a) The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

For apartment type residential development:

- \$600.00 per dwelling unit under 900 square feet in area;
- \$900.00 per dwelling unit having an area from 900 to 1,150 square feet;
- \$1,200.00 per dwelling unit over 1,150 square feet in area.

The above levies shall be effective 1st January 1974 and 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. 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 days of receipt of same.

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)

Special
Water-
Works
Levy

(b) To provide for the provision of water from the South Peel system, each lot or unit contained in this development shall be assessed a special levy in the amount of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) and the Owner shall provide a letter of credit to the satisfaction of the Regional Commissioner of Finance for the total amount of the special levy prior to registration. The extension of service is conditional upon the Region being satisfied with respect to completion of agreements which would enable the entire works necessary to be financed.

The levy of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) will be adjusted semi-annually, based on the Southam Construction Index as referred to in Clause 38 (a) of this Schedule, the base date being set as of 1st August, 1976 (337.9).

39.

Road and
Bridge
Levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay 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 townhouse 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.

40.

Changes
in levies

The levies set out in paragraphs 37, 38, and 39 of this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region 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 City or Regional Council altering the aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

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 be issued in the joint name of the Owner and City and Region and shall be deposited with the City prior to registration of the plan and remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$1,000,000 all inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain "completed operations" clause. Premiums on such policies shall be paid by the Owner for at least one year from the date on which the policy is deposited with the City and all such policies shall contain a provision that they will not be cancelled except on thirty days written notice to the City. 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. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event 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 and 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 order that all work on the lands within the plan cease until the policy is renewed.

Insur-
ance

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.

2. 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.

3. 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" originals or chronoflex reproductions of all works including lot grading plans.

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.

44. The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between

Admini-
stration
fees

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

45.

Convey-
ances

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.

46.

Con-
veyance

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.

47.

Copies
of
plans

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

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

48.

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.

49.

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.

50.

Regional
Access
Approval

The Owner agrees that no building permits will be

applied for or issued for Lots 64, 65, and 66 fronting on Gore Road until the City is provided with confirmation from the Region of Peel that access approval for the aforesaid Lots has been granted.

52.

Water-
course
& Drain-
age
Report

The Owner agrees that Block D shall be reserved

for future development and shall not be developed except in conjunction with abutting lands.

The Owner agrees that prior to the commencement of

any works on the lands, the Owner shall provide at no cost to the City, a watercourse capacity and drainage report for the subject and adjacent lands in a form satisfactory to the City and the Owner agrees that until such report has been provided and approved by the City, no works shall be commenced on the lands.

53. Lot Size The Owner agrees that all lots within the plan shall consist of a minimum of two (2) acres.

54. Lots 16-21 & 39-63 The Owner agrees that Lots 16 to 21 and 39 to 63 inclusive shall not be developed until such time as an access to Number 15 Sideroad is provided by means of the registration of a plan of subdivision on the adjacent lands to the north and the Owner agrees that no building permits shall be applied for or issued for the said lots until such time as the said access is available. Alternatively, the Owner may construct a temporary access road over Lots 32 and 47 to provide access from Fenton Way to Bowman Avenue and in the event the Owner does so, Lots 32 and 47 shall not be developed until such time as an access to Number 15 Sideroad is provided as aforesaid and the Owner further agrees that no building permits shall be applied for or issued for Lots 32 and 47 until such time as the said access is available. Upon constructing the said temporary access road to the satisfaction of the City Engineer, the City agrees that Lots 16 to 21 and 39 to 63 inclusive may be developed and building permits will be available for them.

55. Lots 64-76 The Owner agrees that Lots 64 to 76 inclusive shall not be developed until such time as municipal water services are available to those lots and the Owner agrees that no building permits shall be applied for nor issued until such time as the City has received confirmation from the Regional Municipality of Peel that this condition has been complied with.

56. School Transportation The Owner agrees that all offers to purchase and all deeds of lots within the plan shall contain a provision that, for the purpose of transportation to school, the children of residents of the subdivision will meet the school bus on roads now in existence or at another designated place convenient to the Peel Board of Education or the Dufferin-Peel Roman Catholic Separate School Board.

57. Private Sewage Disposal The Owner agrees that no building permit shall be issued for any lot in the plan until such time as private sewage disposal approval has been obtained.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

62a

Mechan-
ics'
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 41 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 41 of this agreement until the City is satisfied that all of the provisions of the Act have been complied with.

3.0

success-
rs and
ssigns

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.

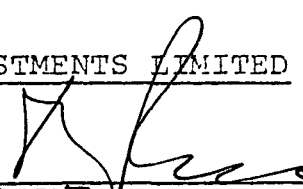
IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

OTTOPER INVESTMENTS LIMITED


SIGNING OFFICER

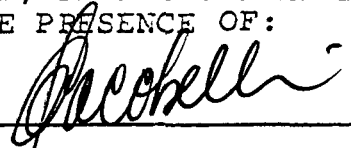



DINO INVESTMENTS LIMITED

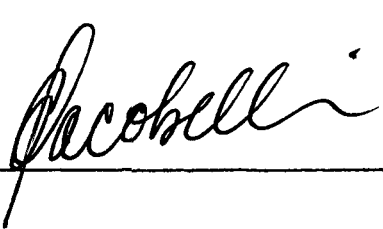

PRESIDENT



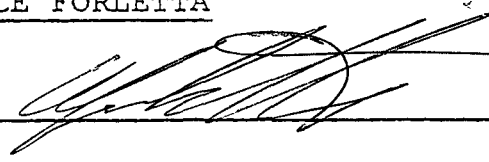
SIGNED, SEALED & DELIVERED)
IN THE PRESENCE OF:)

)

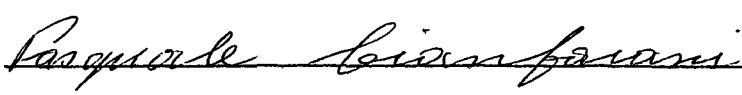
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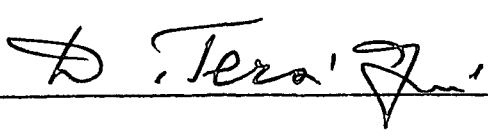
VINCE FORLETTA



PASQUALE CIANFARANI



DOMENIC TERSIGNI



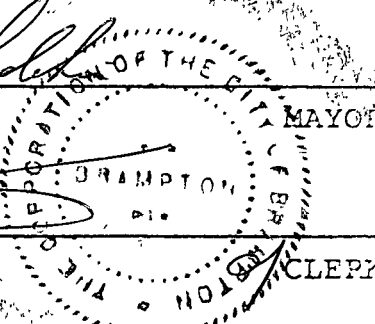


THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
NUMBER 87-79
PASSED BY CITY
COUNCIL ON THE 23RD
DAY OF APRIL 19 79

James E. Archdekin
JAMES E. ARCHDEKIN

Kenneth R. Richardson
KENNETH R. RICHARDSON



AUTHORIZATION BY-LAW
NUMBER.....74-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....10TH.....
DAY OF.....MAY..... 19 79

THE REGIONAL MUNICIPALITY OF PEEL

Frank J. Seaton
CHAIRMAN

James Bodnar
CLERK



SIGNED, SEALED, & DELIVERED)
IN THE PRESENCE OF:

Valma Tullo

Valma Tullo

RICHARD EDWIN CASSIN

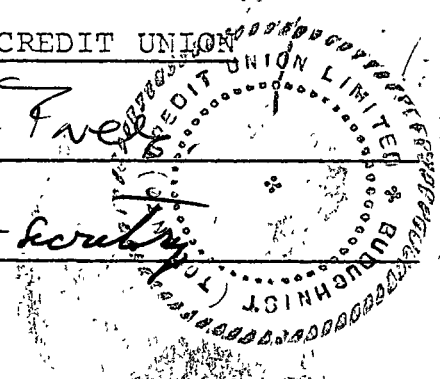
Richard Edwin Cassin

RUBY MAY CASSIN

Ruby May Cassin

BUDUCHNIST (TORONTO) CREDIT UNION LIMITED

W. Wishart Fries
Thyphus R. Scutty



SIGNED, SEALED, & DELIVERED)
IN THE PRESENCE OF:

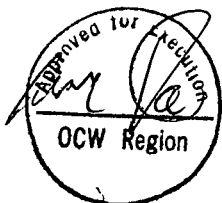
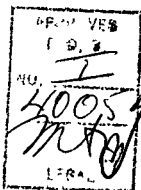
Mary Bodnarchuk

MARY BODNARCHUK

Mary Bodnarchuk

THE TORONTO DOMINION BANK

Assistant General Manager



CANADIAN IMPERIAL BANK OF COMMERCE

Asst Secretary

AFFIDAVIT OF SUBSCRIBING WITNESS

I, BOHDAN B. ZAROWSKY
of the City of Toronto
in the Municipality of Metropolitan Toronto

make oath and say:

*See footnote I am a subscribing witness to the attached instrument and I was present and saw it executed
at Toronto by Mary Bodnarchuk

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

SWORN before me at the City of Toronto in the
Municipality of Metropolitan Toronto

this 18th day of April 1979

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE ~~AND MARITAL STATUS~~

I/~~WE~~, MARY BODNARCHUK,
of the City of Toronto,
in the Municipality of Metropolitan Toronto,

make oath and say: When I executed the attached instrument,

* If attorney
see footnote

I/~~WE~~ was at least eighteen years old.

I was ~~not~~ married, divorced, widowed

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Resident of
Canada, etc

At the time of the execution of the within instrument I was not
a nonresident of Canada within the meaning of Section 116 of The
Income Tax Act.

~~XXXXXXXXXX~~ SWORN before me at the City of
Toronto, in the Municipality of
Metropolitan Toronto,

this 18 day of May 1979.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

MARY BODNARCHUK

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority".

AFFIDAVIT OF SUBSCRIBING WITNESS

I, CELESTE IACOBELLI
of the City of Toronto
in the Municipality of Metropolitan Toronto

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at the City of Toronto by VINCE FORLETTA, PASQUALE CIANFARANI,
and DOMENIC TERSIGNI

*See footnote

*See footnote

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

SWORN before me at the City of Toronto
in the Municipality of Metropolitan
Toronto
this 19th day of April 1979.


CELESTE IACOBELLI

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC
IRVING WOLKOWICZ, a Commissioner,
etc., in and for the Province of Ontario
for Gambin District

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

WE VINCE FORLETTA, PASQUALE CIANFARANI, and DOMENIC TERSIGNI
of the City of Toronto
in the Municipality of Metropolitan Toronto

* If attorney
see footnote

make oath and say: When we executed the attached instrument,

WE were at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

a) ~~I was~~ ~~a spouse.~~
not
b) We were spouses of one another.

c) ~~----- was my spouse.~~
The property described in this Instrument has never been occupied by us or our respective wives as our matrimonial home. This Affidavit is made pursuant to Section 42(3) of the Family Law Reform Act, 1978.

**Not a
Matrimonial
Home, etc.
see footnote.

We are not non residents of Canada within the meaning of Section 116 of the Income Tax Act, Canada.


Resident of
Canada, etc.


(SEVERALLY) SWORN before me at the City of
Toronto, in the Municipality
of Metropolitan Toronto
this 19th day of April 1979:

CELESTE IACOBELLI, a Commissioner,
etc., Judicial District of York, for Gambin,
Blatty, Chiappetta, Morassutti, Caruso,
Expires June 14th, 1981.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC


VINCE FORLETTA


PASQUALE CIANFARANI


DOMENIC TERSIGNI

*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

THE LAND TITLES ACT

A F F I D A V I T

WE, VINCE FORLETTA, PASQUALE CIANFARANI and DOMENIC TERSIGNI carrying on business under the firm name and style of FOTECI INVESTMENTS, MAKE OATH AND SAY:

1. That we are each of the age of eighteen years or over and as such have knowledge of the facts hereinafter disposed to;
2. That the lands set out in the attached agreement were acquired by us in partnership as partnership property, carrying on business in partnership as FOTECI INVESTMENTS.
3. That the said lands are now and have always been held as partnership lands;
4. That the lands were acquired as partnership property.
5. That there is no other person or company associated with the said partnership.

SEVERALLY SWORN before
us at the City of Toronto
in the Municipality of
Metropolitan Toronto,
this 19th day of April 1979.

VINCE FORLETTA

PASQUALE CIANFARANI

DOMENICO TERSIGNI

A Commissioner, etc.

CELESTE IACOBELLI, a Commissioner,
etc., Judicial District of York, for Gambin,
Bratty, Chiappetta, Morassutti, Caruso.
Expires June 14th, 1981.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **VILMA TULLO**,
of the **City of Brampton**,
in the **Regional Municipality of Peel**,

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at **the City of Brampton**, by **RICHARD EDWIN CASSIN and RUBY MAY CASSIN**.

*See footnote

*See footnote

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

SWORN before me at the **City of Brampton**,
in the **Regional Municipality of Peel**,

this **4th** day of **June**, 19 **79**.


VILMA TULLO


A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

X/WE RICHARD EDWIN CASSIN and RUBY MAY CASSIN,
both of the **City of Brampton**,
in the **Regional Municipality of Peel**,

* If attorney
see footnote

make oath and say: When **we** executed the attached instrument,

X/WE were at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

XXXXXXXXXXXXXXXXXXXX

b) We were spouses of one another.


XX



At the time of the execution of the within instrument we were not nonresidents of Canada within the meaning of Section 116 of The Income Tax Act.

**Not a
Matrimonial
Home, etc.
see footnote.

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the **City of Brampton**, in the **Regional Municipality of Peel**,
this **31st** day of **MAY**, 19 **79**.


A COMMISSIONER FOR TAKING AFFIDAVITS ETC.


RICHARD EDWIN CASSIN

RUBY MAY CASSIN

*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

SCHEDULE A

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly the Township of Toronto Gore, in the County of Peel) and being composed of parts of Lots 14 and 15, Concession 9, Northern Division of the said City of Brampton and being described as follows:

PREMISING that the north easterly limit of that part of the road allowance between concessions 8 and 9, Northern Division in front of the south half of the west half of said Lot 15 has an astronomic bearing of North 44 degrees 17 minutes 50 seconds West and relating all bearings herein, thereto;

COMMENCING at a standard iron bar set in the south easterly limit of said Lot 14, distant 17.13 feet measured southwesterly thereon from the most easterly angle of said Lot 14;

THENCE southwesterly along the said southeasterly limit of Lot 14 being along the line of an existing fence the following courses and distances:

South 38 degrees 26 minutes 00 seconds West, 374.87 feet;

South 38 degrees 30 minutes 20 seconds West, 341.90 feet to a standard iron bar;

South 38 degrees 50 minutes 10 seconds West, 445.74 feet to a standard iron bar;

South 38 degrees 47 minutes 40 seconds West, 400.32 feet to a standard iron bar;

South 38 degrees 41 minutes 30 seconds West, 425.23 feet to a standard iron bar;

South 38 degrees 44 minutes 10 seconds West, 424.59 feet to an iron bar;

South 38 degrees 38 minutes 40 seconds West, 427.57 feet to an iron bar;

South 38 degrees 53 minutes 30 seconds West, 424.37 feet to a standard iron bar;

South 38 degrees 44 minutes 20 seconds West, 1073.35 feet to a standard iron bar marking the most southerly angle of said Lot 14;

THENCE North 44 degrees 19 minutes 00 seconds West along the southwesterly limit of said Lot 14, a distance of 2004.06 feet to an iron bar marking the most westerly angle of said Lot 14;

THENCE North 39 degrees 18 minutes 15 seconds East along the existing limit between said Lots 14 and 15, a distance of 421.90 feet to an iron bar;

THENCE North 44 degrees 15 minutes 30 seconds West along the northeasterly limit of Plans 43R-1880 and 43R-2168 of record in the Land Registry Office for the Registry Division of Peel (No.43) a distance of 416.07 feet to an iron bar;

THENCE South 39 degrees 18 minutes 20 seconds West along the northwesterly limit of said Plan 43R-2168, a distance of 404.06 feet;

THENCE North 44 degrees 17 minutes 50 seconds West along the northeasterly limit of Parts 3 and 4 on Plan 43R-5031 a distance of 591.05 feet to the existing limit between the north and south halves of the west half of said Lot 15;

THENCE northeasterly along the last-mentioned limit being the northwesterly limit of said Plan 43R-5031, the following courses and distances:

North 39 degrees 19 minutes 50 seconds East, 391.69 feet to an iron bar;

North 39 degrees 26 minutes 10 seconds East, 838.76 feet to an iron bar;

North 39 degrees 09 minutes 30 seconds East, 896.72 feet to an iron bar;

North 38 degrees 19 minutes 05 seconds East, 28.93 feet to a standard iron bar planted at the intersection with the limit between the east and west halves of said Lot 15;

THENCE South 43 degrees 43 minutes 20 seconds East along the last-mentioned limit, 513.21 feet to an iron bar marking an angle therein;

THENCE South 43 degrees 38 minutes 50 seconds East continuing along the limit between the east and west halves of said Lot 15, being the northeasterly limit of said Plan 43R-5031, a distance of 453.38 feet to a short standard iron bar set in the existing line between said Lots 14 and 15;

THENCE northeasterly along the last-mentioned limit the following courses and distances:

North 39 degrees 10 minutes 10 seconds East, 594.79 feet to a standard iron bar;

North 47 degrees 48 minutes 30 seconds East, 5.87 feet to an iron bar;

North 39 degrees 25 minutes 10 seconds East, 134.68 feet to an iron bar;

North 51 degrees 43 minutes 40 seconds East, 42.54 feet to an iron bar;

North 38 degrees 00 minutes 00 seconds East, 145.32 feet to an iron bar;

North 35 degrees 46 minutes 50 seconds East, 116.54 feet to an iron bar;

North 39 degrees 12 minutes 40 seconds East, 894.64 feet to an iron bar set at the southwesterly limit of the lands described in Instrument No.6033;

THENCE South 44 degrees 24 minutes 00 seconds East along the last-mentioned limit, 200.00 feet to an iron bar set at the intersection of the southeasterly limit of the said lands described in Instrument No.6033;

THENCE North 38 degrees 47 minutes 40 seconds East along said southeasterly limit of lands in Instrument No.6033, a distance of 236.21 feet to an iron bar set in a line drawn parallel to

and distant 17.00 feet measured southwesterly perpendicularly from the northeasterly limit of said Lot 14;

THENCE South 44 degrees 17 minutes 40 seconds East along the last-mentioned parallel line, 1806.01 feet, more or less, to the POINT OF COMMENCEMENT.

The herein described lands containing by admeasurement, 242.577 acres, more or less, and shown on a Plan of Survey by McConnell, Maughan Limited, Ontario Land Surveyors, dated January 14th, 1977 and numbered 1530.



W. D. FISHER
ONTARIO LAND SURVEYOR
McCONNELL, MAUGHAN LIMITED
TORONTO
PROJECT 1332

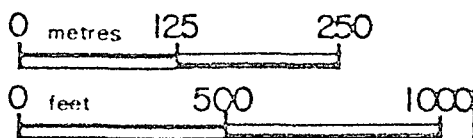
DATED, MARCH 28th, 1979



DEVELOPMENT AGREEMENT SCHEDULE 'B'

Legend

Scale



Drawn	ps
Date	Feb. 10, 1978
File No.	C9E14.1
Dwg. No.	A

CITY OF
BRAMPTON
PLANNING
DEPARTMENT

LANDS TO BE CONVEYED TO THE CITY

Parkland	-	Blocks A, B, C, E and F
Road Widening	-	Seventeen Foot (17'0") Road Widening along Macvean Drive.
One Foot Reserves	-	At the dead ends of all streets and along Macvean Drive and along the southeasterly limit of Bowman Avenue northeasterly from Macvean Drive as shown on the plan.

LANDS TO BE CONVEYED TO THE REGION OF PEEL

All road widenings, daylight triangles, and one foot reserves necessary for Regional roads.

DATED: 16 APRIL 1979

No. 521071

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1979 JUL 10 PM 4 13

In The Land
Registry Office
at Brampton,
Ontario.

Vera Forter
LAND REGISTRAR

OTTOPER INVESTMENTS LIMITED,
DINO INVESTMENTS LIMITED,
VINCE FORLETTA, PASQUALE
CIANFARANI, and DOMENIC
TERSIGNI, carrying on
business under the firm name
and style of
FOTECI INVESTMENTS

AND

THE CORPORATION OF THE CITY
OF BRAMPTON

AND

THE REGIONAL MUNITIPALITY OF
PEEL

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

PROPERTY OF LAND REGISTRY OFFICE
PEEL (No. 43)

ABSTR.		
ALPH. INDEX.		
MICROF'L'D		

PASSED April 23, 19 79



BY-LAW

No. 87-79

To authorize the execution of an agreement between Ottoper Investments Limited, Dino Investments Limited, Vince Forletta, Pasquale Cianfarani and Domenic Tersigni, carrying on business under the firm name and style of Foteci Investments, The Corporation of the City of Brampton, The Regional Municipality of Peel, Richard Edwin Cassin, Ruby May Cassin, Buduchnist (Toronto) Credit Union, Mary Bodnarchuk, Toronto Dominion Bank and Canadian Bank of Commerce.