



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 133²84

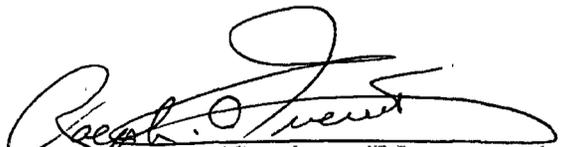
To authorize the execution of an agreement between Heart Lake Developments Company Limited and First City Development Corp. Ltd., each as to an undivided 1/2 interest, The Corporation of the City of Brampton, The Regional Municipality of Peel and The Bank of Nova Scotia

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 June 11th, 1984 between Heart Lake Developments Company Limited and First City Developments Corp. Ltd., each as to an undivided 1/2 interest, The Regional Municipality of Peel and The Bank of Nova Scotia and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of June , 1984.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
11th day of June, 1984.

B E T W E E N :

HEART LAKE DEVELOPMENTS COMPANY LIMITED
and FIRST CITY DEVELOPMENT CORP. LTD.,
each as to an undivided 1/2 interest

hereinafter called the "Owner"

OF THE FIRST PART

A N D .

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

A N D

THE BANK OF NOVA SCOTIA

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 there are no mortgagees of the lands;

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

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

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

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

1. For the purposes of this agreement, "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 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 Commissioner of Public Works and/or the Commissioner of Community Services and/or the Commissioner of Planning and Development, as the case may be within twelve (12) months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

3.

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

3.1 design;

3.2 prepare and furnish all required drawings;

3.3 prepare the necessary contracts;

3.4 obtain the necessary approvals in conjunction with the City or its agents;

3.5 provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Commissioner of Public Works and the Commissioner of Planning and Development. The Commissioner of Public Works may, where reasonably necessary, require the Owner to provide a resident engineer or

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

- 3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cronoflex reproductions with the City Commissioner of Public Works and Mylar duplicates with the Regional Commissioner of Public Works;
- 3.7 furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Commissioner of Public Works;
- 3.8 prepare and provide the City, for each lot or block within the plan, with a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;
- 3.9 prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision;
- 3.10 act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

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

3.11.1 certificate of progress payments,

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

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

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

4.

Owner's Expense

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

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

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

5.
Storm
Sewers

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

Sanitary
Sewers

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

Water
Systems

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

the Region until they are finally accepted by the Region. The water system shall include any trunks within or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service the lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

6.
Top Soil

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

7.
Roads

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

Private
Roads

7.2 The Owner agrees that on any multi-family blocks, all private roads, including curbs, gutters and storm sewers, shall be constructed in locations and in

accordance with plans and specifications approved by the City Commissioner of Public Works and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Regional
Roads

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

8.
Curbs

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

9.
Pedestrian
Ways

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

10.
Street Name
& Traffic
Signs

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

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 all required municipal services, including sewer and water, 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 and sewer service is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Commissioner of Public Works. Each building permit application shall be accompanied by the certificate referred to in paragraph 3.7 of this agreement.

13. Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the 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 clean of dust, refuse, rubbish and litter of all types which in the opinion of the City Commissioner of Public Works are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four (24) hours of receiving written notice from the City Commissioner of Public Works. In the event such notice is not complied with within the said twenty-four (24) hour period, the City 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.
- Maintain
Gravel
Base

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 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.

15.
Mainte-
nance of
Services

15.1 The Owner shall maintain the underground work 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

soiling, 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 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 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 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/or 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,
- 17.1 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 buffer areas.

18.
Lot & Block
Grading &
Drainage

The Owner shall, at all times prior to the final acceptance of the works by the City in accordance with paragraph 41 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 City 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 City Commissioner of Public Works.

The Owner shall attach a copy of this paragraph to all agreements of purchase and sale of land within the plan and shall include in all conveyances of land within the plan, a covenant executed by the purchaser of the land and binding on its successors and assigns in which the purchaser agrees not to alter the grading or change the elevation or contour of the land described in the conveyance except in accordance with drainage plans approved by the Commissioner of Public Works for the City of Brampton.

19.

Undeveloped Blocks
& 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 Commissioner of Public Works. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City 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 City Commissioner of Public Works.

20.

Occupancy

20.1 The Owner covenants and agrees that neither it nor its successors or 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, water-mains, base course asphalt, curbs and gutters, and permanent street name and traffic signs have been installed and approved by the Commissioner of Public Works;

20.1.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, c. 51, as amended, and all regulations made pursuant thereto.

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

22. The Owner covenants and agrees that if any
Maintenance of person should occupy a dwelling unit within the said plan
Roads and of subdivision before the road has been finally accepted
Snow by 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
Completion

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

24.
Top Soil
Completion

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

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

25.

Lot Sodding
and Tree
Planting

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

26.
Landscape
Plan

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

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

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

27.

The Owner shall:

Fencing

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

plan prior to the sale of the abutting dwelling units;

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

27.3 erect all other fencing required by this agreement,

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

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

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

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

29.
Tree
Protection

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

30.
Archi-
tectural
Control
Committee

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

30.1.1 one member to be appointed by the Owner;

30.1.2 one member to be appointed by the City Council;

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

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

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

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

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

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

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

OTHER APPROVALS

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

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

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

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

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

School Sites

FINANCIAL

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

Taxes

- 20 -

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

36. The Owner covenants and agrees to uncondi-
City Capital tionally pay to the City without protest or qualification
Contribu- the capital contributions set forth in Schedule E attached
tions hereto in the manner and at the times set forth in
Schedule E.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) 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 (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

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

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

37.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

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

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

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

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

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

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

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

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

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

39.
Perfor-
mance
Guarantee

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

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

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

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

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

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

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

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

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

40.
Bench
Marks

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

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

41.
Final
Acceptance
of Works

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

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

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

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

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

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

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

41.2
Indemni-
fication

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

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

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

42.

Admini-
stration
Fees

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

GENERAL

43.

Convey-
ances

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

44.

Solicitor's
Certificate

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

45.

Copies

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

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

46.
Land Use
and Signs

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

47.
Exemption
from Part
Lot
Control

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

48.
Govern-
mental
Agencies,
etc.
- Informa-
tion

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

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

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

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

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

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

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

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

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

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

50.

By-laws

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

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

51.

Agreement
Binding

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

52.

Discretion
Comm. of
Public Works

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

53.

Approvals

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

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

54.

Cost of
Registra-
tion

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

veyances of land, grants of esement 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.

55. 55.1 The Mortgagees hereby covenant with the City
Mortgagees and the Region that in the event of having obtained or
 having transferred to the said Mortgagees the equity of
 redemption in the lands or title to the lands, then:

55.1.1 if any Mortgagee retains all or part of the
 lands and develops the lands as an owner,
 either alone or in combination with another
 person, the Mortgagee so developing the lands
 will be subject to the terms of this agreement
 in the same manner as if that Mortgagee had
 executed this agreement in the capacity of
 owner, and

55.1.2 in the event of a sale or the conveyance of
 the Mortgagee's entire freehold interest in
 the lands to a person who intends to develop
 the lands as an owner, the Mortgagee shall
 require as a condition precedent to the
 closing of any such sale or conveyance, that
 the new owner (the purchaser) will have
 convenanted with the City and the Region to
 perform and undertake all of the terms of this
 agreement in the same manner as if the

purchaser had executed this agreement in the capacity of owner.

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

56.

Successors
& 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.

HEART LAKE DEVELOPMENTS COMPANY LIMITED

[Signature]
President TITLE

[Signature]
Director TITLE

FIRST CITY DEVELOPMENT CORP. LTD.

[Signature]
Assistant Secretary TITLE

[Signature]
Vice-President TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

Kenneth G. Whillans
KENNETH G. WHILLANS MAYOR

Ralph A. Everett
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW	
NUMBER	133-84
COUNCIL ON THE	11 th DAY
DAY OF	JUNE 1984

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN REGIONAL CHAIRMAN

LARRY E. BUTTON REGIONAL CLERK

THE BANK OF NOVA SCOTIA

W. J. Frank
GENERAL MANAGER TITLE

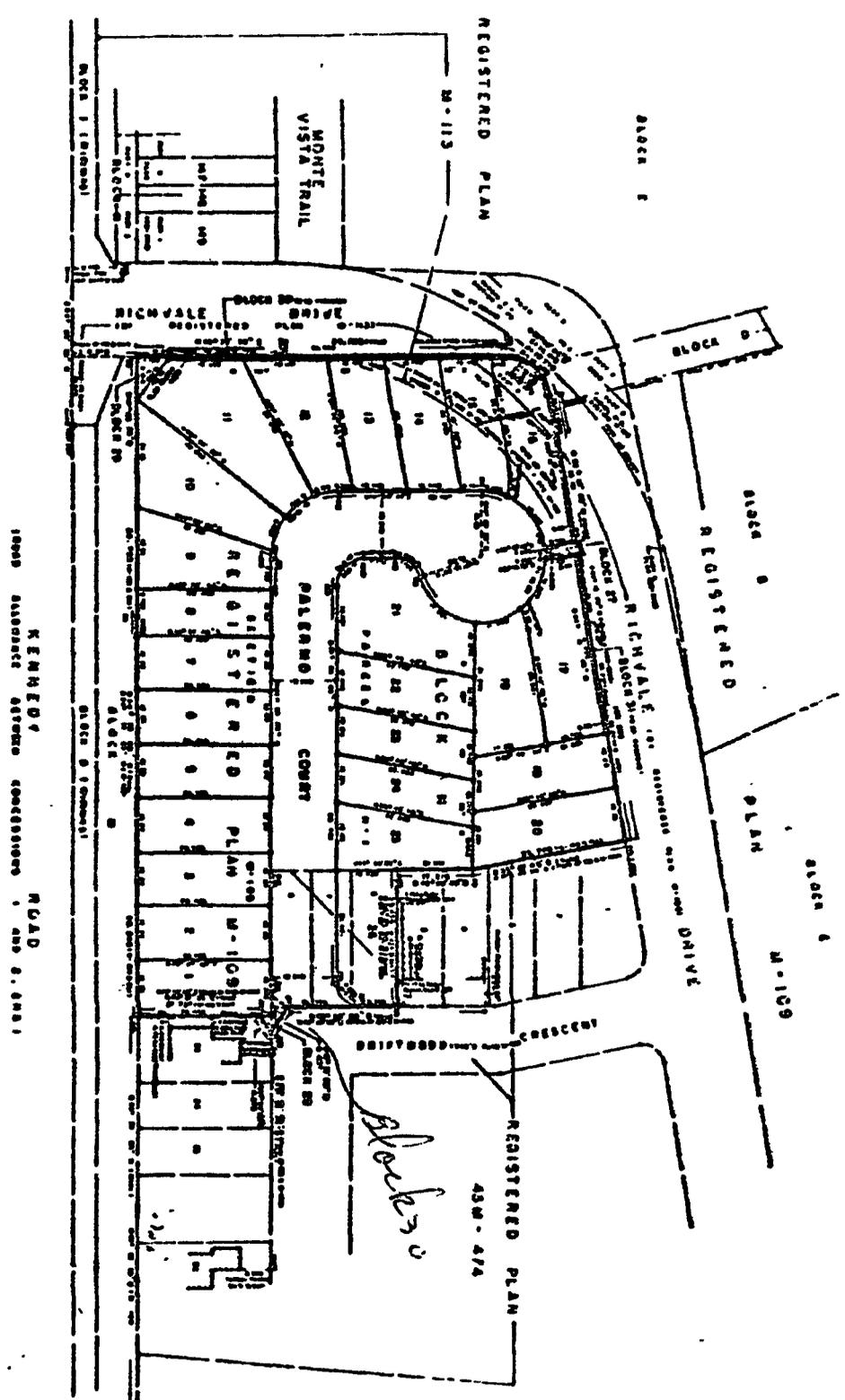
M. Boyd
ASSISTANT SECRETARY TITLE

B.N.S. Document
No. 10316/84
Approved for
Execution.....

LEGAL DESCRIPTION OF THE LANDS

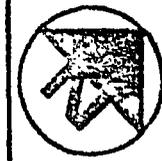
The land situated in the City of Brampton, in the Regional Municipality of Peel, being the whole of Lots to , both inclusive, and the whole of Blocks to , both inclusive, all according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number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

mb
RU



Handwritten initials/signatures: RB and another set of initials.

DEVELOPMENT AGREEMENT
Schedule B



1:2500

CITY OF BRAMPTON
Planning and Development

Date: B4 03 26
File no: C2E4.11

Drawn by: RB
Map no: 25-215

LANDS TO BE CONVEYED TO THE CITY

Block 27, as shown on the plan.

Walkway

NOTE: The final plan shall show this walkway as a 3.0 metre walkway, rather than the 4.6 metre wide walkway shown on the plan.

2. Block 29, as shown on the plan, shall be dedicated to the City as public highway.

Highways

MB
RA

SPECIAL CLAUSES

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.
Previous
Agreement

The subdivision agreement for the development of Registered Plan M-109, dated the 15th day of October, 1973, between Consolidated Building Corporation Limited, Heart Lake Developments Company Limited, The Corporation of the Township of Chinguacousy, Bramalea Consolidated Developments Limited and Agrob Investments Limited, as amended by a further agreement between Consolidated Building Corporation Limited, Heart Lake Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Bramalea Consolidated Developments Limited and Agrob Investments Limited dated the 12th day of May, 1975 (both of which are herein called the "previous subdivision agreements"), shall remain in full force and effect except insofar as it is specifically amended by this agreement or where it is inconsistent with this agreement, in which case this agreement shall apply.

3.
Landscape
& Fencing
Plan

The landscape and fencing plan required to be approved pursuant to this agreement shall show:

3.1 the landscaping of Block M, Plan M-109 and existing buffer strip where it abuts the plan.

Handwritten signatures: "H" and "MB"

SCHEDULE D

3.2 1.8 metre high privacy fencing in accordance with the City's fencing policy along the lot lines of Lots 11 to 17 inclusive where they abut Richvale Drive.

3.3 1.2 metre high chain link fencing in accordance with the City's walkway fencing policy along both sides of Block 27.

3.4 The 1.2 metre high chain link fencing required by 3.3 should extend along the flankage side lot lines of Lots 16 and 17 between Block 27 and the front corner of each dwelling unit.

4. The Owner shall support an amendment which will designate Zoning and zone the lands for an appropriate class of residential By-law use with appropriate regulations, all satisfactory to the Amendment City.

5. The Owner shall:
5.1 prior to the issuance of any building permits for dwellings to be located on Lots 15, 16, 17, and 18, prepare and have approved by the City a siting plan showing the location of the dwellings, garages, and driveways on these lots and in addition this siting plan shall show a paved turnaround area on Lots 16 and 17.

5.2 site the dwellings, garages, driveways and paved turnaround areas in the locations shown on the approved siting plan for all of these lots.

D-P.R.C. The Owner shall include the following clause in all agreements of purchase and sale for all lots shown Separate on the plan:

School "Purchasers are advised that unless the opening Board of the proposed junior elementary separate school south of Sandalwood Parkway (scheduled

[Handwritten signatures]

for September 1984) occurs prior to the occupancy of this development, the overcrowding at Sacred Heart School will be handled by the use of portable classrooms."

Block 28

The Owner shall, within sixty (60) days of registration of the plan, convey Block 28 shown on the plan to the owner of Lot 23, Plan 43M-474, and provide the City with satisfactory evidence of this conveyance.

8. Noise Attenuation Requirements

8.1 The Owner shall construct a 1.85 metre high acoustical barrier on an earth berm along:

8.1.1 the westerly boundaries of Lots 1 to 11, both inclusive,

8.1.2 the northwesterly daylight corner of Lot 11, and

8.1.3 the westerly boundary of Lot 23, Registered Plan 43M-474.

The exact locations and detailed specifications for the aforesaid berm and barriers shall be shown on the landscape and fencing plan. The barriers shall be solid with no holes or gaps except for 1 opening 2.44 metres X 10 centimetres per lot for drainage and have a minimum surface density of four (4) pounds per square foot (20 kilograms per square metre). All noise attenuation measures required by this section shall be approved by the City and the Ministry of the Environment prior to the registration of the plan. These measures which are contained for Lots 1 to 11, both inclusive, and Lot 23 on Registered Plan 43M-474, shall be completed prior to the occupancy of any of the dwelling units erected on these Lots.

[Handwritten signatures]

8.2 The Owner shall include a covenant satisfactory to the City in the conveyances for Lots 1 to 11, both inclusive, requiring the noise attenuation barrier as installed to be retained and maintained, repaired or replaced by the purchaser. Any maintenance, repair or replacement shall be done with the same material and colour of material to the same standards and having the same appearance as the barrier on the abutting properties.

8.3

8.3.1 The Owner shall install central air conditioning systems for each dwelling unit to be located on Lots 1 to 11, both inclusive, and in all cases, air cooled condenser units shall be located in a noise insensitive area provided with noise attenuation features to the satisfaction of the Commissioner of Planning and Development.

8.3.2 Notwithstanding paragraph 8.3.1, the Commissioner of Planning and Development may, in his sole discretion, not require the provision of central air conditioning if the Owner can demonstrate, prior to final approval of the plan for registration, that ten (10) years from the time of registration of the plan, night time noise at exterior bedroom walls will not reach 60 dBA. If such exemption is granted, the Owner shall:

8.3.2.1 install the necessary duct work for central air conditioning for each dwelling unit to be located on Lots 1 to 11, both inclusive, and include the following clause in the agreements of purchase and sale of the above mentioned Lots:

"This unit has been equipped with a ducted heating system suitably designed and sized to facilitate the future installation of an air conditioning system should the Owner find it necessary in order to achieve an acceptable indoor living environ-

[Handwritten signatures]

ment with closed windows. If air-cooled condenser units are used, they must be located in noise insensitive areas."

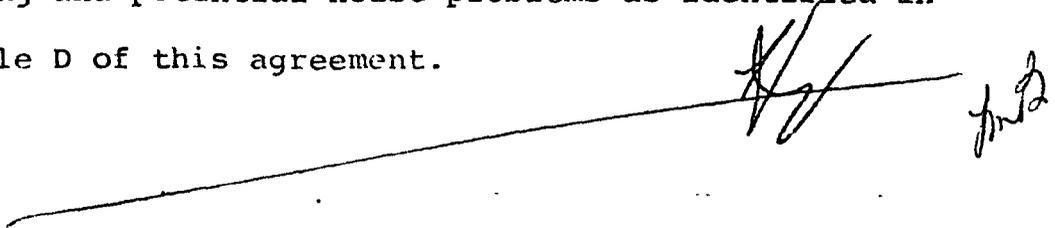
8.4 The Owner shall install double glazing on all windows facing Kennedy Road of dwelling units erected on Lots 1 to 11, both inclusive. All double glazed windows used shall have an AIF (acoustic insulation factor) of 29 for bedrooms and 20 for living rooms and dining rooms.

8.5 The Owner shall, prior to the issuance of a building permit for any lot subject to noise attenuation requirements within the plan, provide a certificate from the Owner's acoustical consultant to the effect that the building plans are in accordance with the updated detailed acoustical report approved by the Region, the City, and the Ministry of the Environment.

8.6 In the event that a slight noise level excess will remain despite the inclusion of the noise control features, the Owner shall include the following clause in all agreements of purchase and sale for those lots within the plan identified by the noise report as being affected by noise levels greater than the guideline level:

"The purchaser is hereby advised that despite the inclusion of noise control features within this planned area and within the individual building units, noise levels may still cause annoyance, occasionally interfering with some activities of the dwelling occupants. I, the purchaser, hereby agrees to place this clause in all subsequent offers of purchase and sale when I sell the unit."

8.7 The Owner shall display in the sales office and show to all prospective purchasers a map which indicates those lots or blocks in a colour-coded form that have existing and potential noise problems as identified in Schedule D of this agreement.

A long horizontal line is drawn across the bottom of the page. Above the line, there are two handwritten signatures or initials. The one on the left is a stylized signature, and the one on the right consists of the letters 'JMD'.

9. The Owner shall agree that all construction
Construction traffic shall enter the subdivision directly from
Traffic Richvale Drive where the bulk of the cul-de-sac is
located and that no construction traffic shall use
Driftwood Crescent.

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

CITY CAPITAL CONTRIBUTIONS

The Owner covenants and agrees to unconditionally pay to the City, without protest or qualification, all the levies, capital contributions, and charges which are payable to the City in accordance with the previous subdivision agreement.

MB

[Signature]

PEEL LOT LEVIES

1. Peel lot levies are as follows:

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

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

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

3. Peel lot levies are subject to a reduction of ten per cent (10%) for water and ten per cent (10%) for sanitary sewers.

[Handwritten signatures]