

THE CORPORATION OF THE CITY OF BRAMPTON

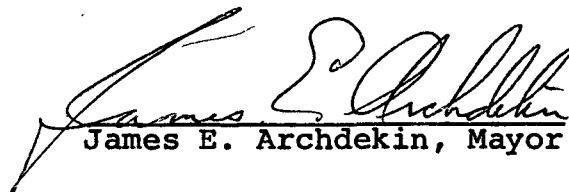
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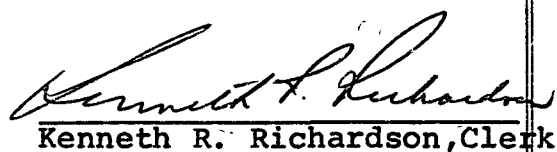
To authorize the execution of an Agreement between Bramalea Consolidated Developments Limited, Kerbal Developments Limited, Flowertown Shopping Centre Limited and Tiptop Construction Company Limited carrying on business as Darcel Construction Company, and The Corporation of the City of Brampton and The Regional Municipality of Peel.

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Bramalea Consolidated Developments Limited, Kerbal Developments Limited, Flowertown Shopping Centre Limited and Tiptop Construction Company Limited carrying on business as Darcel Construction Company, and The Corporation of the City of Brampton, and The Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 6th day of October, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

*Agreement
Registered
March 12/76
70554*

THIS AGREEMENT made this 3rd day of October
1975

*Agreement
Registered
March 12/76
#70554*

B E T W E E N :

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

hereinafter called 'Bramalea'

KERBEL DEVELOPMENTS LIMITED

hereinafter called 'Kerbel'

FLOWERTOWN SHOPPING CENTRE LIMITED

TIPTOP CONSTRUCTION COMPANY LIMITED

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

hereinafter called 'Darcel'

HEREINAFTER COLLECTIVELY REFERRED
TO AS THE 'OWNER' OF THE FIRST PART

A N D

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

and

KERBEL DEVELOPMENTS LIMITED

and

FLOWERTOWN SHOPPING CENTRE LIMITED

TIPTOP CONSTRUCTION COMPANY LIMITED

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

HEREINAFTER CALLED THE 'DEVELOPERS'
OF THE SECOND PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

HEREINAFTER CALLED THE 'CITY'
OF THE THIRD PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

HEREINAFTER CALLED THE 'REGION'
OF THE FOURTH PART

A N D

WALTER BIANCHI

and

ARTHUR BRADLEY and MARGARET BRADLEY

and

FAIRLANE CONSTRUCTION (BRAMPTON) LIMITED

HEREINAFTER CALLED THE 'MORTGAGEES'
OF THE FIFTH PART

WHEREAS the lands affected by this agreement are those set forth in the proposed Plan of Subdivision filed with the Minister of Economics and Intergovernmental Affairs of the Province of Ontario, now the Ministry of Housing, (hereinafter called the Ministry) as file Number 21T-24736, copies of which have been filed with the Clerk of the City of Brampton, which lands are shown on Schedule "A" attached hereto and are particularly described in Schedule "B" hereto, hereinafter referred to as "the lands";

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

AND WHEREAS the within Plan of Subdivision requires that certain of the covenants, undertakings and obligations herein are joint and several covenants, undertakings and obligations of the Owner and such covenants, undertakings and obligations are hereinafter referred to as "the covenants, undertakings and obligations of the Owner";

AND WHEREAS certain of the covenants, undertakings and obligations herein are individual and severable covenants, undertakings and obligations applicable only to the individual owners of the individual parcels of land herein and solely enforceable against the owner of the lands to which the said provisions are applicable and such covenants, undertakings and obligations are hereinafter referred to as "the covenants, undertakings and obligations of the Developers";

AND WHEREAS the Owner has applied to the Ministry for approval of the plan of subdivision in respect of the lands hereinafter called "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 herein 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:

The Parties agree that the lands owned by Bramalea Consolidated Developments Limited which form part of this plan are hereinafter more particularly described in Schedule "C1" hereinafter referred to as "the Bramalea lands". The Parties agree that the lands owned by Kerbel Developments Limited which form part of this plan are hereinafter more particularly described in Schedule "C2" hereinafter referred to as "the Kerbel lands". The Parties agree that the lands owned by Darcel Construction Company which form part of this plan are hereinafter more particularly described in Schedule "C3" hereinafter referred to as "the Darcel lands". The parties agree that where in any clause in this agreement the word 'Developers' is used, it will be deemed to be limited and apply exclusively to the Bramalea lands, the Kerbel lands or the Darcel lands as the context may dictate. The City agrees that wherever the word 'Developers' is used, it will be deemed to mean a covenant, undertaking and obligation limited as follows:

- (a) In the case of the Bramalea lands, to contractual covenants, undertakings and obligations of Bramalea Consolidated Developments Limited;
- (b) In the case of the Kerbel lands, to contractual covenants, undertakings and obligations of Kerbel Developments Limited;
- (c) In the case of the Darcel lands to contractual covenants, undertakings and obligations of Flower-town Investments Limited and Tiptop Construction Company Limited carrying on business as Darcel Construction Company

The Parties further agree that wherever the phrase "the lands" is used, subject to the context, it will be deemed to mean all of the lands within the plan.

THE PARTIES FURTHER AGREE that certain of the provisions are joint and several covenants, undertakings and obligations and such joint and several covenants, undertakings and obligations shall be created where the covenants, undertakings and obligations are by the Owner.

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.

"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, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, hydro-electric services and all other works required to be done by the Owner in accordance with this agreement.

3. Consulting 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 O.A.L.A. or A.I.L.A. 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 construction is in conformity with the approved overall drainage scheme for the plan,
- (h) prepare and provide the City, for each lot or block within the plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan,
- (i) prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision,
- (j) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

4. The Owner shall design, construct and install

Owner's
Expense

at his 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.

5. (a)

Storm
Sewers

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

Sani-
tary
Sewers

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

Water
Systems

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

or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region. The Owner shall be responsible for the total cost of all internal and external watermains up to and including twelve inch (12") diameter. Where watermains of greater diameter are required, the Region of Peel, subject to available funding, will contribute the 'oversize' cost of such watermains.

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 The Owner shall install and construct or reconstruct to the City's specifications all roads as shown on the plan attached hereto as Schedule "A" 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.

8.

Curbs

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

9.

Side-walks

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

10.

Street name and traffic signs

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region and the Owner shall pay the City or Region for all traffic signs installed by the City or Region on all roads within or abutting the plan prior to expiry of the repair and maintenance period for the roads within the lands and within thirty days from the date of invoice by the City or Region. All 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 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.

12.

Build-
ing
Permits

The Developers agree that neither they 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 but not including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the works 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.

13.

Main-
tain
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, he 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. The Owner shall not commence construction of any of the works required by this agreement until the detailed plans and specifications of such works have been approved by the Municipal Engineer and such approval has been signified by the signature of the Municipal Engineer on the original plans and specifications but such signature shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner.

15. (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 he 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 his obligations under this agreement.

16.
Owner
in
default

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

17.

Exist-
ing and
final
elev-
ations

Prior to the registration of the plan, the Owner shall submit to the City Engineer 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, and
- (c) the lands designated for drainage works;

and shall obtain approval of such elevations from the City Engineer.

18.

Lot and
block
grading
and
drain-
age

The Owner, until the final acceptance of all municipal services by the Municipal Engineer, agrees that he will be responsible for the drainage of all the lots and blocks within the plan and shall, on the sale or occupancy 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 the date of occupancy 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 Engineer at any time until the final acceptance of all municipal services by the Municipal Engineer 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 he nor his 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. The Developers 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 Developers 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 (6") cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Engineer.

Undeveloped blocks and lots

20. The Developers covenant and agree that neither they nor their successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name signs) have been installed and approved by the 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 Developers further covenant that if they, or any person claiming title through them or under their authority, permits occupancy of any dwelling prior to the acceptance of the roads by the City, they 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.

Occupancy permits

21. Sidewalks, walkways and boulevard sodding 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 and boulevard sodding shall be completed by June 30th following such occupancy.

Completion of sidewalks, sodding, etc.

22.

Maint-
enance
of
roads
and
snow
plow-
ing

The Developers covenant and agree 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 Developers hereby acknowledge 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 Developers or causes any damage to such works, the Developers hereby waive all claims against the City that they might have arising therefrom and covenants that they will make no claim against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

23.

Exped-
itious
com-
pletion

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

24.

Top
soil
com-
pletion

The Developers 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 Developers shall be free to dispose of the top soil at their sole discretion.

25.

Lot
sod-
ding
and
tree
planting

The Developers shall apply a minimum of four inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage pattern and shall provide and plant a minimum of one deciduous tree (minimum one and one-half inches caliper) on the boulevard at fifty-foot intervals and shall provide and plant other trees as required in the City parks specifications or as specified 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 Developers shall maintain all trees for a one-year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one year period.

26.

Park-
land
specifi-
cations

In respect of all lands designated for parkland, buffer strips and water course areas, the Developers agree to perform all work in accordance with the City conditions and specifications and to the satisfaction of the Director of Parks and Recreation and the City Engineer.

27.

Fenc-
ing.

The Developers agree 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 by this agreement or indicated on any landscape plan required under this agreement in conjunction with the grading and sodding of abutting lots.

28.

The Developers shall drain, grade, top dress and sod

Park
devel-
opment

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

29.

All existing trees to be retained must be fenced

Tree
protec-
tion

and protected during construction and no existing trees shall be removed without prior approval in writing from the City Parks and Recreation Director.

30.

The Owner and the City shall establish an "Archi-

Archi-
tectural
Control
Commit-
tee

tectural 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 to sit on applications dealing with the Kerbel and Darcel lands and an alternate member to sit on applications dealing with Bramalea lands
- (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. An alternate member to be similarly appointed to sit on applications dealing with Bramalea lands.

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.

31. (a)

O.H.A.P.
Grants
or
equi-
valent

No building permit shall be applied for by Bramalea nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and Bramalea relating to the application of the Ontario Housing Action Program to the Bramalea lands and the construction and marketing of residential units under that program or until such time as Bramalea has provided the City with a letter from the Ministry indicating that grants will be made available to the City under the Ontario Housing Action Program with respect to all of the units or, in the alternative, Bramalea has given the City an undertaking that it will pay the amount set out below in respect of any units not within the Ontario Housing Action Program. 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 Bramalea acknowledges that, in addition to the levies provided for in this agreement, Bramalea 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 townhouses, the sum of Five Hundred and Twenty-Five Dollars (\$525.00) for each residential unit contained therein;
- (iii) with respect to single family or semi-detached buildings and all other buildings, the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein

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.

In the event that the Ontario Housing Action Program is extended beyond the 15,000 residential units now contemplated and such extension includes developments similar to the development proposed on the subject lands, the City covenants and agrees to consider the inclusion of such lands owned by Bramalea in such extension and further in the event the City chooses to request the Province of Ontario to exclude the said lands owned by Bramalea from the said extension, Bramalea shall not be required to pay the additional levy provided for herein.

- (b) No building permit shall be applied for by Kerbel or Darcel nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and Kerbel and Darcel relating to the application of the Ontario Housing Action Program to the Kerbel and Darcel lands and the construction and marketing of residential units under that program.

OTHER APPROVALS

32. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water-mains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands 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.

33. 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 such payments 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.

34. The Owner agrees (a) prior to initiating any grading or construction on the site, to prepare a detailed engineering and drainage report acceptable to the Metropolitan Toronto and Region Conservation Authority and the Ministry of Natural Resources which will describe the means whereby storm water will be conducted from the site, and the means whereby erosion and siltation and their effects will be contained and minimized on the site, both during and after the construction period, and the means whereby flows in the watercourse flowing through Blocks 2 and 10 are to be passed freely under Clark Boulevard including

Reg-
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Ser-
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Hydro
ser-
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Mini-
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Natural
Res-
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and Con
serva-
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Author-
ity
Approval

channel, pipe and culvert sizes, inlets, outfall and any necessary erosion control procedures, (b) to prepare a preliminary grade control plan acceptable to the Metropolitan Toronto and Region Conservation Authority, these plans are to show and final grades, vegetation and site drainage, and (c) to carry out or cause to be carried out the works recommended in the plans described above.

35. The Developers shall enter into an agreement with the Peel Board of Education to enable the Board 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 Board that the agreements required by this clause have been entered into or that other arrangements satisfactory to the School Board have been made.

School sites

FINANCIAL

36. The Developers agree to pay all arrears of taxes outstanding against the property within the plan before the execution of this agreement by the City. The Developers further undertake and agree 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 Developers agree 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 foregoing sentence does not apply to any lands conveyed to the City or Region for any public purposes. The Developers also agree 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.

Taxes

37.

City
levies

The Developers covenant and agree 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 town-house 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) with respect to dwelling units in other than a single-family or semi-detached building, the Developer may deposit with the City a letter of credit from a chartered bank for the full amount of the levies at the time of issuance of a building permit and may make payment of the levies at the time of the first draw on the mortgage or at the time of occupancy whichever is the sooner.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

38.
Reg-
ional
levies

The Developers agree to pay Regional levies in accordance with the following policy: Regional impost charges in the amount of \$150 per capita effective 1st January 1974 to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year, shall be assessed on all residential development with exceptions only as set out herein. Where there is no per capita unit of measurement for the various types of dwelling unit, the following amounts will apply, both subject to adjustment in accordance with the Southam Index as detailed above:

\$650 per dwelling unit of single family; semi-detached; townhouse; and low-rise multiple type residential development.

\$375 per dwelling unit in apartment type residential development.

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.

39.

Insur-
ance

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.

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 of all works specified in this agreement as estimated by the Municipal Engineer and a cash deposit in the amount of five per cent of the said estimated cost, but not exceeding \$10,000.

(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 subparagraph (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 39(1) hereof by an amount equal to ninety per cent 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 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 his 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 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 cash deposit has been received as per sub-paragraph 39 (2), the City will release the original performance bond on preliminary approval of all the underground works and receipt of the following documents:

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

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

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

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

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

40.
Final
accept-
ance
of
works

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

- (i) a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the works and that there are no outstanding claims relating to the works;
- (ii) a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one month prior to the application by the Owner for final acceptance of the works;
- (iii) "As constructed" linens of all works and "as constructed" lot grading plans.

41.

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 of the total cost of the works to a maximum of \$3,500 where the total cost of the work is less than \$100,000; three and a half per cent to a maximum \$15,000 of the cost of the works between \$100,000 and \$500,000; and three per cent of the cost of the works in excess of \$500,000. The minimum charge under this paragraph shall be \$600. 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.

GENERAL

42.

Convey-
ances

At no cost to the City or the Region, the Developers shall grant unto the City and the Region free of encumbrance the lands, easements and one-foot reserves as required in Schedule "D" 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 as may be required prior to registration of the plans. 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.

43.

Certi-
ficate

The Developers shall provide the City and/or the Region with a solicitor's certificate that the lands and/or easements 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 and/or Region at the time of conveyance.

44. (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.

Copies of plans

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

The City shall by by-law regulate the land use

Land use and signs

and the building standards in all areas within the boundaries of the lands affected by this agreement. The Developers 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.

46. Notwithstanding any of the provisions of this agreement, the Owner, the Developers, and their 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.

By-laws

47. Neither the Owner nor the Developers shall 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.

Agreement binding

48. 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.

Discretion of Municipal Engineer

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

50. 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 Owner and Developer of the land to which their mortgage applies.

51. The Developers hereby covenant and agree that they will not make application for building permits for residential dwelling units on the lands in excess of the following:

<u>Year</u>	<u>Kerbel and Darcel</u>	<u>Units</u>
1975		350
1976		500
1977		200
	<u>Bramalea</u>	
1975		nil
1976		nil
1977		nil
1978		any and all units permitted on the Bramalea lands in accordance with relevant zoning by-law

This provision shall be cumulative so that if building permits are obtained for less than the number of units set forth in this paragraph in any one year, then such number of units shall be added to the total number of permits to be applied for in the following year. It is understood and agreed that building permits in addition to the above may be applied for in any year with the approval of the City Council.

52.
Pedes-
trian
under-
pass

The Owner agrees to construct a pedestrian underpass connecting the parkland lying to the north of Clark Boulevard with the parkland lying to the south of Clark Boulevard and such underpass shall be constructed in accordance with engineering plans to be approved by the City Engineer.

53.
Parks
develop-
ment
contri-
bution

The Developers agree to contribute the following amounts:

Bramalea	\$ 76,500.00
Kerbel and Darcel	\$432,000.00

to the City to be used for the development of the parklands contained within the plan and the Developers agree that the Bramalea contribution shall be made prior to the issuance of any building permits for the Bramalea lands and the Kerbel and Darcel contributions shall be made prior to the issuance of any building permits for the Kerbel and Darcel lands.

In the event that the Developer decides not to pay the above amounts prior to the issuance of any building permits, the Developer may deposit with the City a letter of credit from a chartered bank for the amount set out above (Bramalea - \$76,500; Kerbel and Darcel \$432,000) prior to the issuance of any building permits and may make payment of the amounts as follows: Bramalea - \$76.50 in addition to any other levies set out herein in respect of each unit at the time of issuance of a building permit and the balance of the \$76,500 prior to the end of 1978; Kerbel and Darcel - \$411.42 in addition to any other levies set out herein in respect of each unit to be paid at the time of issuance of any building permits and at least \$143,997.00 to be paid prior to the 30th day of September 1976 and at least a further \$205,710 to be paid prior to 30th September 1977 and the balance of the \$432,000 to be paid prior to 30th September 1978.

It is understood and agreed that the covenant by Bramalea to pay the park development contribution as contained herein shall not prejudice Bramalea's rights in future developments to claim any parkland credit which it may be entitled to under any prior existing agreements provided that the City does not acknowledge any parkland credits in respect of the residential units released by this plan and provided for in Official Plan Amendment Number 51.

54.

Land-scaped Buffer

The Developers agree to landscape the most easterly twenty feet (20') of the lands within the plan abutting the westerly limit of Dixie Road and the most northerly twenty feet (20') of the lands lying south of Clark Boulevard in accordance with landscaping plans to be approved by the Director of Parks and Recreation.

55.

Site plan

It is understood and agreed that no building permits will be applied for or granted for any of the lands within the plan until such time as site plans have been submitted and approved by the City Council. The Owner agrees to convey to the City a one-foot reserve along the boundaries of all blocks to be developed where the said blocks abut any existing road or any new road as shown on the plan except along Number 7 Highway and Dixie Road where the one-foot reserves are required to be conveyed to the Ministry of Transportation and Communications and the Regional Municipality of Peel respectively. The City agrees that when site plans have been approved by the City Council with respect to any block, the City shall reconvey the one-foot reserve or so much thereof as is required to provide access as approved by the City Council to the Owner.

56.

Special sewer charge

The Developers agree to pay to the City with respect to Kerbel lands and Darcel lands the sum of Twelve Thousand Three Hundred and Nine-nine Dollars and Fifty-nine Cents (\$12,399.59) for storm sewer oversizing which was done by the former Township of Chinguacousy to provide storm sewer capacity for the development of these lands.

57.

Successors and assigns

The covenants, agreements, conditions and undertakings herein contained on the part of the Owner and on the part of the Developers shall run with the lands and shall be binding upon them and their 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 set their hands and seals and the corporate parties have affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

Morris Smith
Vice-President
John P. Jones
Vice-President

KERBEL DEVELOPMENTS LIMITED

Per [Signature]

FLOWERTOWN SHOPPING CENTRE LIMITED

Per [Signature]

TIPTOP CONSTRUCTION COMPANY LIMITED

[Signature]

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

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
Kenneth S. Richardson

THE REGIONAL MUNICIPALITY OF PEEL

S.H. Parnis
CHAIRMAN
Richard H. Frost
CLERK

AUTHORIZATION BY-LAW NUMBER 194-75 PASSED BY THE REGIONAL COUNCIL ON THE 23rd DAY OF October 1975.

[Signatures]
Mortgagees

Walter Bianchi
WALTER BIANCHI

Arthur Bradley
ARTHUR BRADLEY

In arguam Bradley
MARGARET BRADLEY

FAIRLANE CONSTRUCTION (BRAMPTON) LIMITED

Michael S. Sympson Pres

SCHEDULE "B"

MSK
10/11

Firstly Parcel 5-1 Section 43 Chinguacousy 3 EHS

In the City of Brampton in the Regional Municipality of Peel being those Parts of Lot 5 Concession 3 East of Hurontario Street in the original Township of Chinguacousy County of Peel designated as Parts 1 and 2 on a Plan of Survey of record in the Land titles Registry Office for the Land Title Division of Peel at Brampton as 43R-2502 Subject to a right-of-way over that Part of Lot 5 Concession 3 East of Hurontario Street in the said Township designated as Part 2 on Plan 43R-2502;

Secondly Parcel 4-3 Section 43 Chinguacousy 3 EHS

In the City of Brampton in the Regional Municipality of Peel being those Parts of Lots 4 and 5 Concession 3 East of Hurontario Street in the original Township of Chinguacousy County of Peel designated as Part 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel at Brampton as 43R-2849;

Together with a right-of-way over that Part of Lot 5 Concession 3 East of Hurontario Street in the said Township designated as Part 2 on Plan 43R-2502;

Thirdly Parcel 4-2 Section 43 Chinguacousy 3 EHS

In the City of Brampton in the Regional Municipality of Peel being that Part of Lot 4 Concession 3 East of Hurontario Street in the original Township of Chinguacousy County of Peel designated as Part 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel at Brampton as 43R-2849;

Fourthly Parcel 4-1 Section 43 Chinguacousy 3 EHS

In the City of Brampton in the Regional Municipality of Peel being those Parts of Lot 4 Concession 3 East of Hurontario Street in the original Township of Chinguacousy County of Peel designated as Parts 1,2,3,4,5, on a plan of Survey of record in the Land Registry Office for the Land Titles division of Peel at Brampton as Plan 43R-2416.

SCHEDULE "C-1"

MS
DX

Firstly

Parcel 5-1, Section 43, Chinguacousy 3 E.H.S.

In the City of Brampton in the Regional Municipality of Peel, being those parts of Lot 5, Concession 3, East of Hurontario Street, in the original Township of Chinguacousy, County of Peel, designated as Parts 1 and 2 on a Plan of Survey of record in the Land Titles Registry Office for the Land Titles Division of Peel at Brampton as 43R-2502; subject to a right-of-way over that part of Lot 5, Concession 3, East of Hurontario Street in the said Township designated as Part 2 on Plan 43R-2502;

and Secondly

Parcel 4-1, Section 43, Chinguacousy 3 E.H.S.

In the City of Brampton in the Regional Municipality of Peel, being those parts of Lot 4, Concession 3, East of Hurontario Street, in the original Township of Chinguacousy, County of Peel, designated as Parts 1, 2, 3, 4 and 5 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel at Brampton as Plan 43R-2416.

SCHEDULE "C-2"

MS
W.K.

Parcel 4-3, Section 43, Chinguacousy 3 E.H.S.

In the City of Brampton in the Regional Municipality of Peel, being those parts of Lots 4 and 5, Concession 3, East of Hurontario Street, in the original Township of Chinguacousy, County of Peel, designated as Part 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel at Brampton as 43R-2849;

Together with a right-of-way over that part of Lot 5, Concession 3, East of Hurontario Street, in the said Township designated as Part 2 on Plan 43R-2502.

SCHEDULE "C-3"

*MS
12/1/21*

Parcel 4-2, Section 43, Chinguacousy 3 E.H.S.

In the City of Brampton in the Regional Municipality of Peel, being that part of Lot 4, Concession 3, East of Hurontario Street, in the original Township of Chinguacousy, County of Peel, designated as Part 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel at Brampton as 43R-2849.

SCHEDULE "D"

*MS
W.A. 11*

- (a) Blocks 2 and 10.
- (b) One-foot reserves between all blocks other than Blocks 2 and 10 and all roads shown on the plan to be conveyed to the City.
- (c) Twenty-five foot (25'0") road widening along Dixie Road to be conveyed to the Regional Municipality of Peel.
- (d) One-foot reserve between Dixie Road as widened and all blocks within the plan which abut on Dixie Road (including one-foot reserve across frontage of daylighting triangles on all streets which enter Dixie Road) to be conveyed to the Regional Municipality of Peel.
- (e) One-foot reserve along the northerly limit of the plan where it abuts Highway Number 7 to be conveyed to the Ministry of Transportation and Communications.
- (f) Twenty-foot (20'0") easement along the eastern shore of the lake located between Blocks 2 and 3 on the plan to be conveyed to the City.

DATE

BETWEEN

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED
KERBEL DEVELOPMENTS LIMITED
FLOWERTOWN INVESTMENTS LIMITED and
TIPTOP CONSTRUCTION COMPANY LIMITED
carrying on business as
DARCEL CONSTRUCTION COMPANY

AND

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED
KERBEL DEVELOPMENTS LIMITED
FLOWERTOWN INVESTMENTS LIMITED and
TIPTOP CONSTRUCTION COMPANY LIMITED
carrying on business as
DARCEL CONSTRUCTION COMPANY

AND

THE CORPORATION OF THE CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY OF PEEL

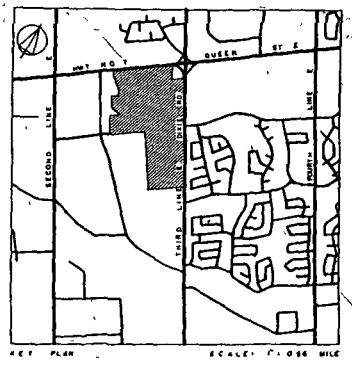
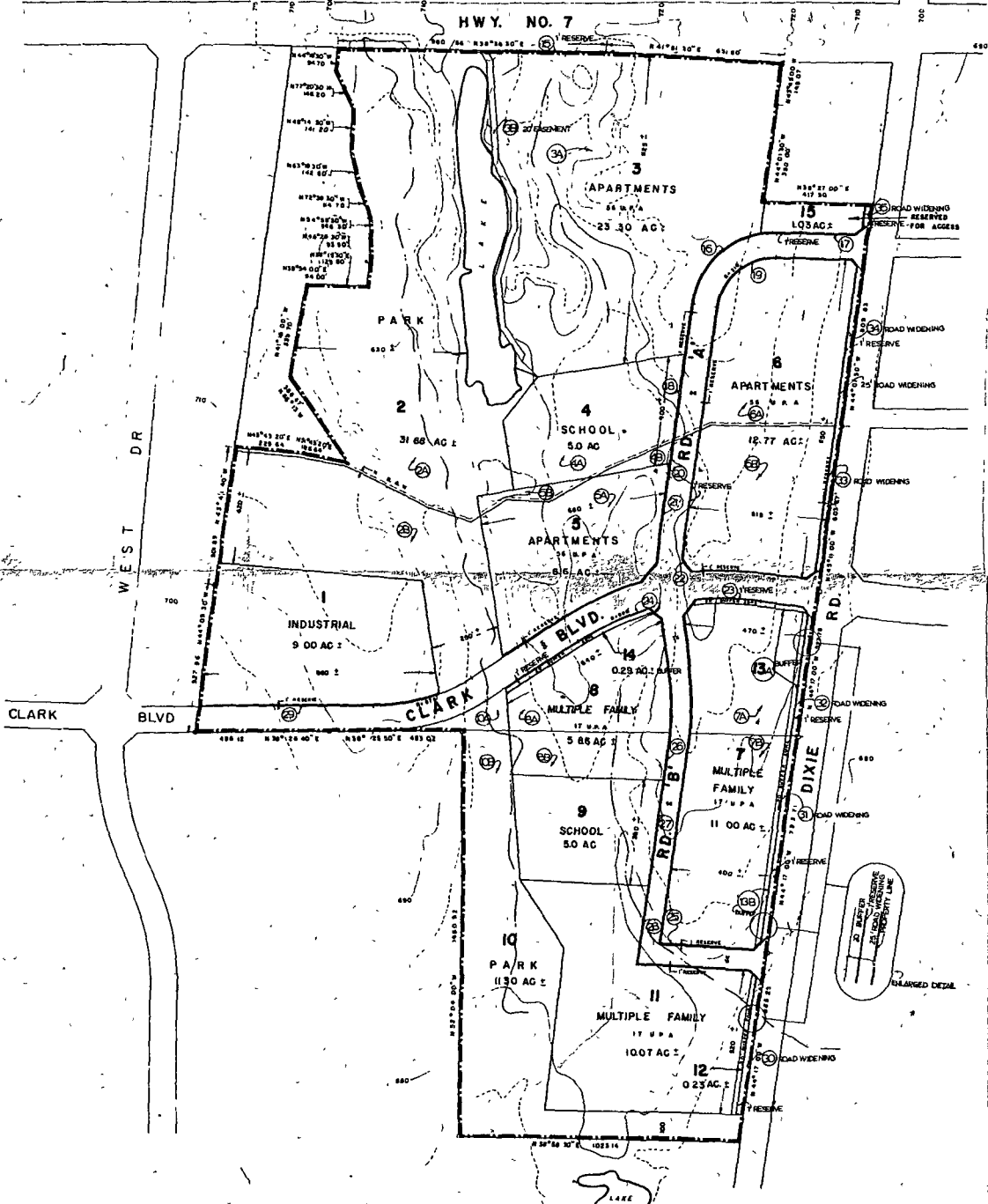
AND

WALTER BIANCHI
ARTHUR BRADLEY and MARGARET BRADLEY
FAIRLAINE CONSTRUCTION (BRAMPTON) LIMITED

A G R E E M E N T

J. E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON
ONTARIO
L6V 1A4

1005 MAX 1/4



ADDITIONAL INFORMATION REQUIRED UNDER SECTION 28 OF THE PLANNING ACT

A THIS REPRESENT THE APPLICANTS ENTIRE HOLDINGS OF UNDEVELOPED LAND IN THIS VICINITY

B MULTIPLE FAMILY RESIDENTIAL (APT AND TOWN HOUSING), INDUSTRIAL, INSTITUTIONAL & PARK

C PIPED WATER TO BE INSTALLED

D CLAY LOAM SOIL

E SANITARY SEWER TO BE INSTALLED

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN, IN ACCORDANCE WITH SURVEY PREPARED BY:

A DEATH O L S IN REGIME ST BRAMPTON ONT AND ST J B BARNES O L S BOYS TONGUE ST WILLOWDALE ONT AND ST J B BARNES O L S BOYS TONGUE ST WILLOWDALE ONT AND ST J B BARNES O L S BOYS TONGUE ST WILLOWDALE ONT

I M PASTOSKAK O L S 4800 DUFFERIN ST SCARBOROUGH ONT

DATED NOV 27 TH 1973

APPLICANT OWNERS

SHAMALEA CONSOLIDATED DEV LTD 1887 TORONTO ST TORONTO ONT

FAIRLANE CONSTRUCTION LTD C/O LAWRENCE, LAWRENCE STEVENSON & WESSER 43 QUEEN ST WEST, BRAMPTON, ONT

KERBEL DEVELOPMENTS LTD. 3642 EGLIS ST WHITE RD SCARBOROUGH ONT

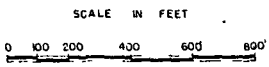
DATED NOV 27 TH 1973

NOTES

THIS PLAN IS REVISED ON SEPT 25, 1975, TO ACCOMMODATE THE MINISTER'S CONDITIONS TO SERVE AS REFERENCE PLAN FOR THE SUBDIVISION AGREEMENT WITH THE CITY OF BRAMPTON

ADDITIONAL BLOCK NOTATIONS SHOWN IN CIRCLE (B) BLOCKS WITH "A,B,C,D,E" DESIGNATION AND CIRCLED THUS (B) ARE ADDED INFORMATION TO ORIGINAL DRAFT PLAN OF BLOCK (B) - BLOCK (E) - BLOCK (D) IN THE ORIGINAL DRAFT PLAN

(REVISIONS BY ATTRA BURCA ARCHITECT 4800 DUFFERIN ST TEL 661 1460)



DRAFT PLAN OF PROPOSED SUBDIVISION		TOWN PLANNING CONSULTANTS INC	
PT OF LOTS 4 & 5, CON 3, EAST OF HURONTARIO ST		TOWN PLANNERS & ENGINEERS	
TOWNSHIP OF CHINGUACQUY		4800 DUFFERIN ST	
COUNTY OF PEELE		SCARBOROUGH TEL 661-1460	
DWG NO 1758 M-2	SCALE 1"=200'	PROJ NO 1758	
REVISIONS	DESIGNED	NOV/73	
SEPT 25, 1975	DRAWN	S.G.	NOV/73
	CHECKED		
	APPROVED		