



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

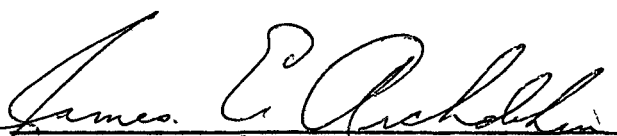
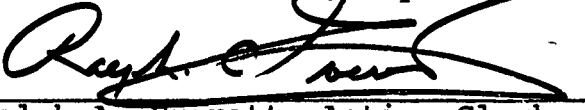
Number 205-78

To authorize the execution of an Agreement between Ambro Materials & Construction Ltd., 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:

- (1) That the Mayor and the Clerk are hereby
authorized to execute an Agreement between
Ambro Materials & Construction Ltd.,
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 11th day of September, 1978.


James E. Archdekin, Mayor

Ralph A. Everett, Acting Clerk

THE LAND TITLES ACT

APPLICATION TO REGISTER NOTICE OF AGREEMENT (UNDER SECTION 78)

TO THE LAND REGISTRAR AT BRAMPTON:

THE CORPORATION OF THE CITY OF BRAMPTON, being
interested in the lands entered in the register for
the City of Brampton as

PARCEL

11-1

in the register for SECTION 43-CHING.-1 (W.H.S.)
of which ARMBRO MATERIALS & CONSTRUCTION LTD.,

is the registered owner, hereby applies to have entered on
the register for the said Parcel(s) Notice of an Agreement
dated the 11th day of September, 1978,
made between

ARMBRO MATERIALS & CONSTRUCTION LTD.,

THE CORPORATION OF THE CITY OF BRAMPTON, and

THE REGIONAL MUNICIPALITY OF PEEL,

The evidence in support of this Application consists of

1. An executed copy of the original agreement.

DATED at BRAMPTON this 26th day of October, 1978.

THE CORPORATION OF THE CITY OF BRAMPTON

by its solicitor

Laszlo Pandey
Laszlo Pandey

MEMORANDUM OF AGREEMENT made in duplicate this *11th*
day of *SEPTEMBER*, 1978.

B E T W E E N :

ARMBRO MATERIALS & CONSTRUCTION LTD.

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

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

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

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown on 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 (Draft Plan No. 21T-76051B).

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

Municipal Engineer

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.

2. "Works"

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, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Municipal Engineer and/or Parks and Recreation Director within twelve months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

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 Ontario Association of Landscape Architects or American Institute of Landscape Architects to:

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

4.

Owner's
Expense

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

payment for all such matters as are hereinafter provided, including those matters set forth in Schedule 'D' attached hereto, within such time limits as are specified herein and in Schedule 'D' attached hereto.

5.

(a) The Owner shall construct and complete storm sewer system or systems, as shown on the plan, including all appurtenant manholes, catch-basins, 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.

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

6.

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 "B", including traffic islands where specified by the Municipal Engineer. All roads shall conform to grades as approved by the Municipal Engineer. The Owner shall grade and sod or seed the boulevard portion of all road allowances in accordance with the City specifications for grading and sodding or seeding.

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

8. Curbs The Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or Region.

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 plan according to specifications of the City and maintain them until they are finally accepted in writing by the City.

10. Street name and traffic signs The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the Municipal Engineer; which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or Region for all traffic devices as shown on the approved engineering plans installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or Region. Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any buildings 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. Street lights shall be installed not later than two 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 curb and gutter and all granular material required up to and including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available.

13. Maintain gravel base Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four hours of receiving written notice from the City Engineer. In the event

such notice is not complied with within the said twenty-four hour period, the City Engineer may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty days of the date of the invoice from the City.

14.

Commence-
ment of
construc-
tion

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

15.

Main-
tenance
of ser-
vices

(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 be required to maintain the road base course asphalt and curbs for a three year period. Prior to placing the final course of asphalt, the Owner shall construct all sewer and watermain connections required to service all blocks not built upon at that time. After placing the top course asphalt, the Owner shall complete all outstanding sodding, sidewalks, walkways, and all other work not completed at that time.

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

17.

Exist-
ing and
final
eleva-
tions

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

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

18.

Lot and
block
grading &
drainage

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

19.

Undeveloped
blocks
and lots

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

20.

Occupancy
permits

The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name signs) have been installed and approved by the Municipal Engineer and the necessary Occupancy Permit as required by the City Building By-law has been issued by the Building and Zoning Co-ordinator. The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any building 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.

Completion
of side-
walks,
sodding,
etc.

Sidewalks, walkways, boulevard sodding, and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, boulevard sodding, and tree planting shall be completed by June 30th following such occupancy.

22. Main-
tenance
of roads
& snow
plowing

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

23. Expedi-
ous
pletion

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

24.

Top soil
comple-
tion

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations and, when so removed, the top soil shall be stockpiled and replaced upon the lands within the plan after the completion of the building operations. In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15 and October 1 in any year and the City shall be required within sixty days to remove the top soil or, after the expiry of the sixty days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.

Parkland
specifi-
cations

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

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

All work required on watercourses within the plan shall be shown on the landscape plans and must be to the satisfaction of the Director of Parks and Recreation, the City Engineer, and the conservation authority where applicable.

26.

Park
develop-
ment

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

27.

Tree
protec-
tion

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

28.

Archi-
tectural
Control
Commit-
tee

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

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

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

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

OTHER APPROVALS

29.

Regional
Services

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

30.

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. 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.

31.

Conser-
vation
Author-
ity
Approval

The Owner agrees a) to prepare a detailed engineering and drainage report acceptable to the Credit Valley Conservation Authority which will describe the means whereby storm water erosion, siltation and theirs effect will be contained and minimized on the site both during and after the construction period; b) to carry out or cause to be carried out the works recommended in the report described a) above; c) to abide by the Fill, Construction and Alteration to Waterways Regulations of the Credit Valley Conservation Authority as they affect the site.

FINANCIAL

32.

Taxes

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

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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.

33.

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.

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

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

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

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

(5) The City agrees to reduce from time to time the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Municipal

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Engineer upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Municipal Engineer. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Municipal Engineer and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the above ground work shall be retained by the City until final acceptance of the construction works by the City Council.

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

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

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

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

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

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

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

35. 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:

Bench
Marks

Final
Accept-
ance of
works

- (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; and
- (iii) further that he has placed all bench marks as required under Clause 34 and that he has provided the City Engineer with the description of location and elevation of these bench marks.
- (iv) one complete set of inked "as constructed" originals or reproduction by photographic means of all works including lot grading plans.

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

6.
Admini-
stration
costs

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

GENERAL

7.

Convey-
ances

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

certi-
ficate

The Owner shall provide the City with a solicitor's certificate that the lands to be conveyed to the City pursuant to this agreement are free from encumbrance and that the Grantor is the registered owner thereof. The said certificate shall be delivered to the City at the time of conveyance.

39. (a) Prior to release for registration by the City, the Owner shall supply the City with eight (8) copies of the proposed final plan for verification as to compliance with this agreement.

Copies
of
plans

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

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 Industrial, the wording, size and location of such signs to be approved by the Building and Zoning Co-ordinator.

Land use
& signs

41. (a) The Owner shall, prior to commencing construction of any works required by this agreement, prepare and have approved by the Director of Parks and Recreation a landscape plan for all boulevards and watercourse areas within the plan and boulevards on roads abutting the plan.

Landscaping
by the
Owner

Boulevards may be sodded or hydro seeded with a grass mixture to be approved by the City and such areas shall be maintained by the Owner until inspected and accepted by the Director of Parks and Recreation and the City Engineer.

The Owner shall provide and plant on all boulevards within the plan and on roads abutting the plan a minimum of one deciduous tree (minimum two and one-half inch caliper) at an average of fifty foot intervals as shown on the approved landscape plan. The Owner shall maintain all trees for a period of one year from the date of planting and shall replace all trees failing to establish healthy growth within that one year period.

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

Industrial
lot or
block
Landscaping

(b) Each lot or block of industrial land as defined in the City's restricted area by-law applicable to such lot or block as shown on the plan shall be landscaped in accordance with City specifications for industrial lot or block landscaping. Prior to the issuing of a building permit for any such lot or block, the Owner of such lot or block shall prepare and submit to the Parks and Recreation Department a landscape plan drawn in accordance with City specifications for approval and the said Owner agrees that the building permit for such lot or block will not be issued until such time as the landscape plan has been approved by the Director of Parks and Recreation.

All work shown on the approved landscape plan shall be completed prior to the occupancy of any building on the lot or block except for buildings to be occupied between November 1st and June 15th the following year, in which case the work shall be completed by June 30th following such occupancy. In the event the work is not completed prior to occupancy, an occupancy permit for the building will not be issued until the Owner has provided the City with an undertaking in a form satisfactory to the City Solicitor to complete the work in accordance with the time limits set out in this clause.

12.

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.

13.

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 proceedings.

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

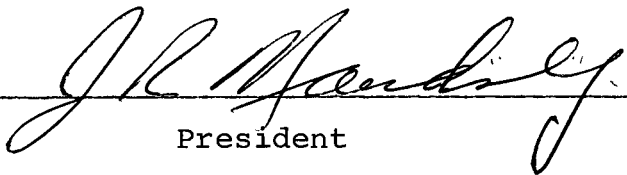
45. Approvals
Where under the terms of this agreement any approvals are required to be given on behalf of the City or the Region by the City Council or Regional Council or any official of the City or Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily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

46. Mortgagees
The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as it they had joined as owners.

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


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

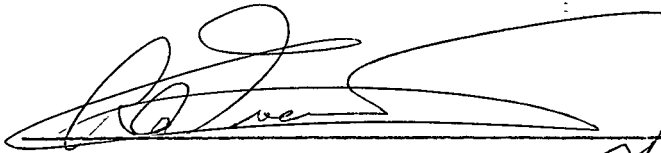
ARMBRO MATERIALS & CONSTRUCTION LTD.


President


Vice-President & Secretary-Treasurer

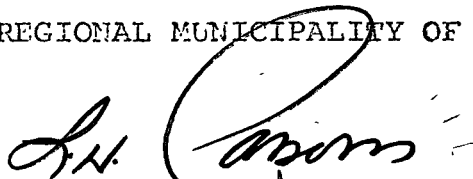
THE CORPORATION OF THE CITY OF BRAMPTON

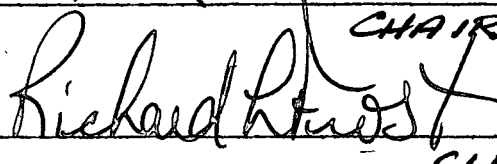

JAMES E. ARCHDEKIN MAYOR


CLERK

AUTHORIZATION BY-LAW
NUMBER.....166-78.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....28TH.....
DAY OF <u>SEPTEMBER</u> 19.78.

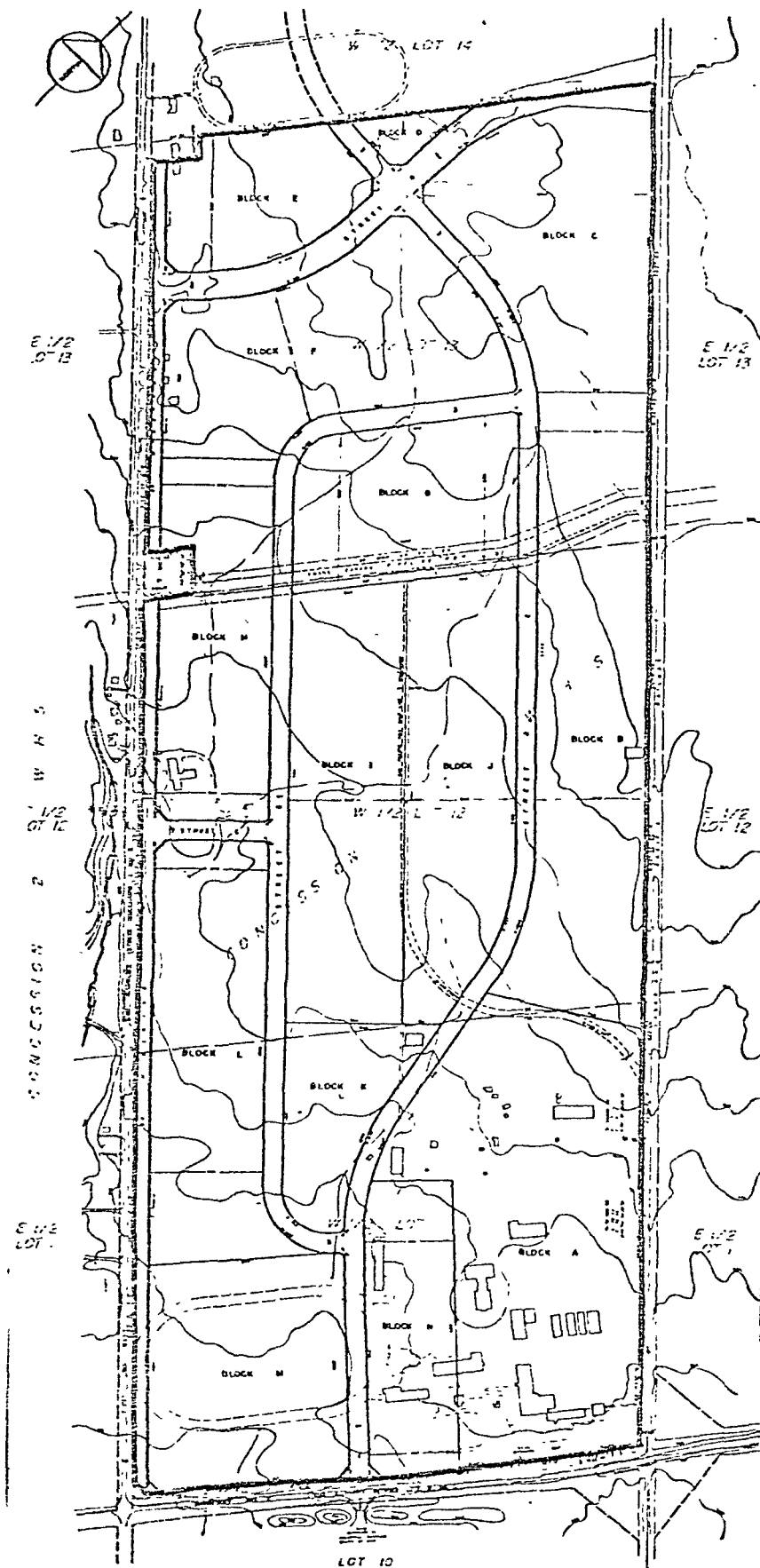
THE REGIONAL MUNICIPALITY OF PEEL


CHAIRMAN


CLERK

LEGAL DESCRIPTION OF THE LANDS

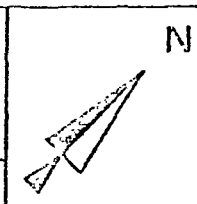
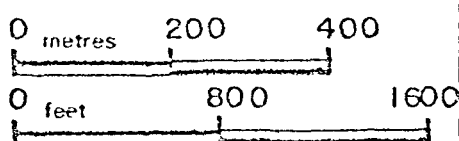
ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel), and being Part of Lots 11, 12 and 13 in the First Concession, West of Hurontario Street, ~~and part of the original road allowance between the East Halves of Lots 10 and 11 in the said City of Brampton,~~ and designated as Parts 1, 2 and 3 according to a Plan of Reference deposited in the Land Registry Office for the LAND ^{TITLES} Registry Division of Peel (No. 43) as Number 43R-6347.



DEVELOPMENT AGREEMENT Schedule 'B'

Legend

Scale



Drawn	b. k.
Date	1978-04-27
File No.	CIW11.3
Dwg. No.	A 24-2F

CITY OF
BRAMPTON
PLANNING
DEPARTMENT

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. One Foot Reserve on the east side of the First Line West (McLaughlin Road) as widened and on the hypotenuse of all visibility triangles.
2. One Foot Reserve along the limits of Street D and the hypotenuse of visibility triangles and on the open side of Street D.
3. One Foot Reserve on any dead ends or open sides of road allowances shown on the plan.

LANDS TO BE CONVEYED TO THE MINISTRY OF TRANSPORTATION & COMMUNICATIONS

1. One Foot Reserve adjacent to the north limit of Highway No. 7 and the hypotenuse of visibility triangles.
2. Lands satisfactory to the Ministry for a future grade separation of Highway No. 7 from the C.P.R.

SPECIAL CLAUSES

1. Except as provided in paragraph 8 hereof, the Owner shall remove all existing buildings other than the industrial and commercial buildings on that part of Lot 11, Concession 1, W.H.S. which is east of Vankirk Drive, that are located on streets on the plan or that do not conform to the restricted area by-law, at such time as services are installed if the buildings are in a location where services are to be installed, or prior to the issue of a building permit for any industrial building on the particular block on which the building is located, or two years from the date of the registration of the plan, whichever shall occur first.
2. The City agrees that a staging program is not necessary.
3. Prior to the commencement of any work, the Owner shall provide railway spur line easements as indicated on the plan to the satisfaction of the City and the Canadian Pacific Railway Company.
4. The Owner shall:
 - (a) Prior to commencing any works, prepare and have approved by the Credit Valley Conservation Authority a detailed engineering and drainage report which will describe the means whereby storm water, erosion, siltation and their effects will be contained and minimized on the site both during and after the construction period.
 - (b) Carry out or cause to be carried out the works recommended in the report described in paragraph (a) above.
 - (c) Abide by the Fill, Construction and Alteration to Waterways Regulations of the Credit Valley Conservation Authority as they affect the site.
5. The Owner shall, prior to final approval, enter into an agreement with the Ministry of Transportation and Communications to assure the costs of intersection improvements and signalization at the intersection of Vankirk Drive with Highway No. 7.
6. The Owner shall, prior to final approval, prepare and have approved by the Ministry of Transportation and Communications, a drainage report outlining the intended treatment of the calculated run-off from the lands shown on the plan. The Owner shall, at its own expense, carry out or cause to be carried out the works recommended in the said report.
7. The Owner agrees to:
 - (a) reconstruct McLaughlin Road from Highway No. 7 to the north limit of his plan to two lanes of asphalt pavement complete with shoulders, ditches, culverts etc. to the specifications of the City Commissioner of Public Works.
 - (b) construct a sidewalk along the total frontage of Highway No. 7 and on McLaughlin Road or pay the City cash-in-lieu of such a sidewalk at the rate of Six Dollars (\$6.00) per lineal foot.

The aforesaid shall be deemed to be works within the meaning of this agreement.

8. The Owner shall remove the existing residential buildings presently situate within the plan and fronting on McLaughlin Road at the time McLaughlin Road is reconstructed in its widened location or prior to the issue of a building permit for any industrial building on the particular block on which the residence is located, whichever shall occur first.
9. Notwithstanding the provisions of Section 23 of this agreement, the Owner and the City agree that in the event the plan is registered on or before September 15, 1978 the construction of underground services shall commence on or before August 1, 1979 and in the event the plan is registered after September 15, 1978, the commencement of the construction of the underground services shall commence on or before August 1, 1980. Once construction of the underground services is commenced they shall be installed within one (1) year of the date of commencement and all aboveground services shall be installed within two (2) years of the date of commencement, unless such time is extended by the Municipal Engineer.
10. The Owner agrees to screen all existing and proposed outside storage areas, on that Part of Lot 11, Concession 1, W.H.S. which is east on Vankirk Drive, which face a street, or which abut lands not used for industrial purposes, in accordance with the requirements of clause 6 (ii) of section 200.4 of By-law 861.

DUPLICATE

193612

No. 193612
Received in the Office of
Land Titles at Brampton at
12:33 PM on
the 26 day of Oct 19 78
and entered in
Parcel 11-1
Section 43 - Ching - F.W.H.S.

Debra Foster
Land Registrar

DATED: 11 Sept 78

ARMBRO MATERIALS &
CONSTRUCTION LTD.

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

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

as

ED September 11th 1978.



BY-LAW

No. 205-78

To authorize the execution of an Agreement between
Armbro Materials & Construction Ltd., The Corporation
of The City of Brampton and The Regional Municipality
of Peel.

Corporation of the City of Brampton