



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 254-88

To authorize the execution of an agreement between Moorville Properties Inc., The Corporation of the City of Brampton, The Regional Municipality of Peel and The Toronto-Dominion Bank.

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1988 10 24 between Moorville Properties Inc., The Corporation of the City of Brampton, The Regional Municipality of Peel and The Toronto-Dominion Bank and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of October, 1988.

KENNETH G. WHILLANS

MAYOR

LEONARD J. MIKULICH
CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
24th day of OCTOBER, 1988.

B E T W E E N :

MOORVILLE PROPERTIES INC.,
(to be confirmed)
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

687708 ONTARIO LIMITED
hereinafter called the "Mortgagee"

OF THE FOURTH PART,

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 96-86 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1.
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 all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs,

AUGUST/88/w.o./D18

gutters and drainage works, sidewalks, bus stop pads, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, water-mains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Concept
Site Plan

2.1 The Owner agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule B-1. The Owner further acknowledges and agrees that it will not make application for or be entitled to receive any building permits until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with the City's site plan control area by-law.

Approved
Site
Plan

2.2 The Owner further agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.3 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.
Ingress
Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and

referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

Access
The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.
Clean
Site

6.1 During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Commissioner.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

7.1 The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

7.2 All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

7.3 The Owner shall not do any blasting or use any pile driving equipment on lands owned by the City or the Region or both of them without the written consent of the City or the Region or both of them. The Owner agrees that it will be a condition of such consent that the Owner provide insurance coverage satisfactory to the City providing coverage for damage or loss from blasting or the use of pile driving equipment.

8.
Storm
Drainage

8.1 The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will

be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

9.
Approved
Plans

The Owner shall, at its own expense:

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.3 in the event

9.3.1 any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement; or

9.3.2 any approved plan referred to in Schedule B attached hereto is subsequently amended,

such plans when approved or approved as amended shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

9.4 The Owner shall:

9.4.1 provide competent engineering inspection to the satisfaction of the City for all works constructed on public lands, including road allowances,

9.4.2 prepare and provide the City with "as constructed" original drawings for all works constructed on public lands, including road allowances, prior to the final release of any security provided by the Owner in accordance with paragraph 17 of this agreement.

10.
Cash-in-
Lieu

10.1 The Commissioner of Planning and Development may, in his sole discretion, exercise in writing at any time prior to the issuance of any building permits, require the Owner to pay to the City or to the Region or to both of them an amount equal to the cost of constructing or providing any of the works required by this agreement as estimated by the Commissioner of Planning and Development in lieu of the Owner constructing or providing these works. This payment shall be made prior to the issuance of any building permits.

Additional
Works

10.2 If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.
Existing
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.
Occupancy

The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

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

12.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.
Landscap-
ing and
Fencing

The Owner shall, in addition to all other landscaping required by this agreement, provide boulevard landscaping (which may include tree planting) on the boulevards of all public highways abutting the lands. The exact location and detailed specifications for this work shall be shown on the approved landscape and fencing plan required by this agreement.

13.2 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.3 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.4 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.
Regional
Services

14.1 The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall

be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

M.T.C.

14.2 The Owner shall, prior to the issuance of any building permits, obtain all necessary permits and approvals required by the Ministry of Transportation and Communications.

16.3 The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before a building permit is issued.

17.
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PLANNING AND DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.
Security Required: N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

15.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.
City Capital
Contribu-
tions

16.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

Regional
Levies

16.2

16.2.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification, the levies set forth in Schedule G attached hereto, in the manner and at the times set forth in Schedule G and the Owner further agrees that the policies set forth in Schedule G shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

16.2.2

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

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of:

- 17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid.
- 17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City.
- 17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be

completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then in that case the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18. Insurance

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

18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least Two Million Dollars (\$2,000,000.00), exclusive of interest and costs;

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

18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from vibration (excluding pile driving), the removal or weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands.

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

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

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

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

GENERAL

19.
Convey-
ances

19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region, free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is or will be the registered owner thereof.

20.
Glare

All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.

21.
Snow
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

22.
Indemni-
fication

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.
The
Construction
Lien Act

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

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

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

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

24.
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 presently in force.

25.
Lands
Affected

The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

26.
Agreement
Binding

The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City 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.

27.
Cost of
Registration

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

28.
Mortgagees

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

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

28.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have cove-

nanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

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

29.
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 Regional Municipality 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.

MOORVILLE PROPERTIES IND.



PRESIDENT TITLE

(Print NAME of signatory)

HERBERT M. GREEN

TITLE

(Print NAME of signatory)

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
NUMBER 25488
PASSED BY CITY
COUNCIL ON THE 24th
DAY OF OCTOBER 1988



KENNETH G. WHILLANS MAYOR



LEONARD J. MIKULICH CLERK

THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN CHAIRMAN

LARRY E. BUTTON CLERK

687708 ONTARIO LIMITED

(Print NAME of signatory)

Joyce Green TITLE
PRESIDENT

(Print NAME of signatory)

JOYCE GREEN TITLE

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

FIRSTLY:

Parcel , in the register for section 43M-527
Block 11, Registered Plan 43M-527
and

SECONDLY:

Part of LOTS 22 and 23 on BR-24
Part 1 on 43R-6793
(formerly in the Town of Brampton
in the County of Peel)
City of Brampton
Regional Municipality of Peel

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION
OF PLAN

SPECIAL REQUIREMENTS TO BE SHOWN THEREON

1. SITE PLAN A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Site Plan shall show, among other things, the exact location and detailed specifications for the following works:
- 1.1 Ten (10) metre wide landscaped walkway along the south limit of the lands (Block 11, R.P. 43M-527)
 - 1.2 Eight (8) metre wide landscaped walkway along the west limit of the lands (Block 11, R.P. 43M-527)
 - 1.3 Sidewalks and transit bus stop pads
 - 1.4 An emergency only access on Sproule Drive
 - 1.5 Pedestrian walkways and access points, including a walkway and access point from the lands to the easterly limit of the William Street road allowance.
 - 1.6 Relocation of all visitor parking signs.

NOTE: This Plan must be approved by the Metropolitan Toronto and Region Conservation Authority (MTRCA) prior to it being approved by the City.

2. ELEVATION CROSS-SECTION DRAWINGS DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

NOTE: This Plan must be approved by the Architectural Control Committee prior to it being approved by City.

3. LANDSCAPE & FENCING PLAN A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Landscape & Fencing Plan shall show, among other things, the exact location and detailed specifications for the following works:

- 3.1 Ten (10) metre wide landscaped walkway along the south limit of the lands (Block 11, R.P. 43M-527)
- 3.2 Eight (8) metre wide landscaped walkway along the west limit of the lands (Block 11, R.P. 43M-527)
- 3.3 Landscaping of the parkland Lots 22 and 23, Plan BR-24
- 3.4 Street trees on Sproule Drive at Ken Whillans Drive
- 3.5 Fencing in accordance with the City's fencing policy.
- 3.6 A 1.8 metre high wood privacy fence along the west limit of the lands from Sproule Drive to William Street.

DESCRIPTION
OF PLAN

SPECIAL REQUIREMENTS TO BE SHOWN THEREON

4. GRADING &
DRAINAGE PLAN

A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Grading & Drainage Plan shall show, among other things, the exact location and detailed specifications for the following works:

- 4.1 Grading and drainage of Lots 22 and 23, Plan BR-24
- 4.2 Drainage works which do not disrupt or adversely affect the drainage of abutting properties and which do not drain directly onto the City owned lands abutting to the south (Central Public School)
- 4.3 The approved works recommended in a storm water management study to be provided by the Owner.

NOTE: The storm water management study and this grading and drainage plan shall be approved by the MTRCA prior to approval by the City.

5. ENGINEERING
& SERVICING
PLAN

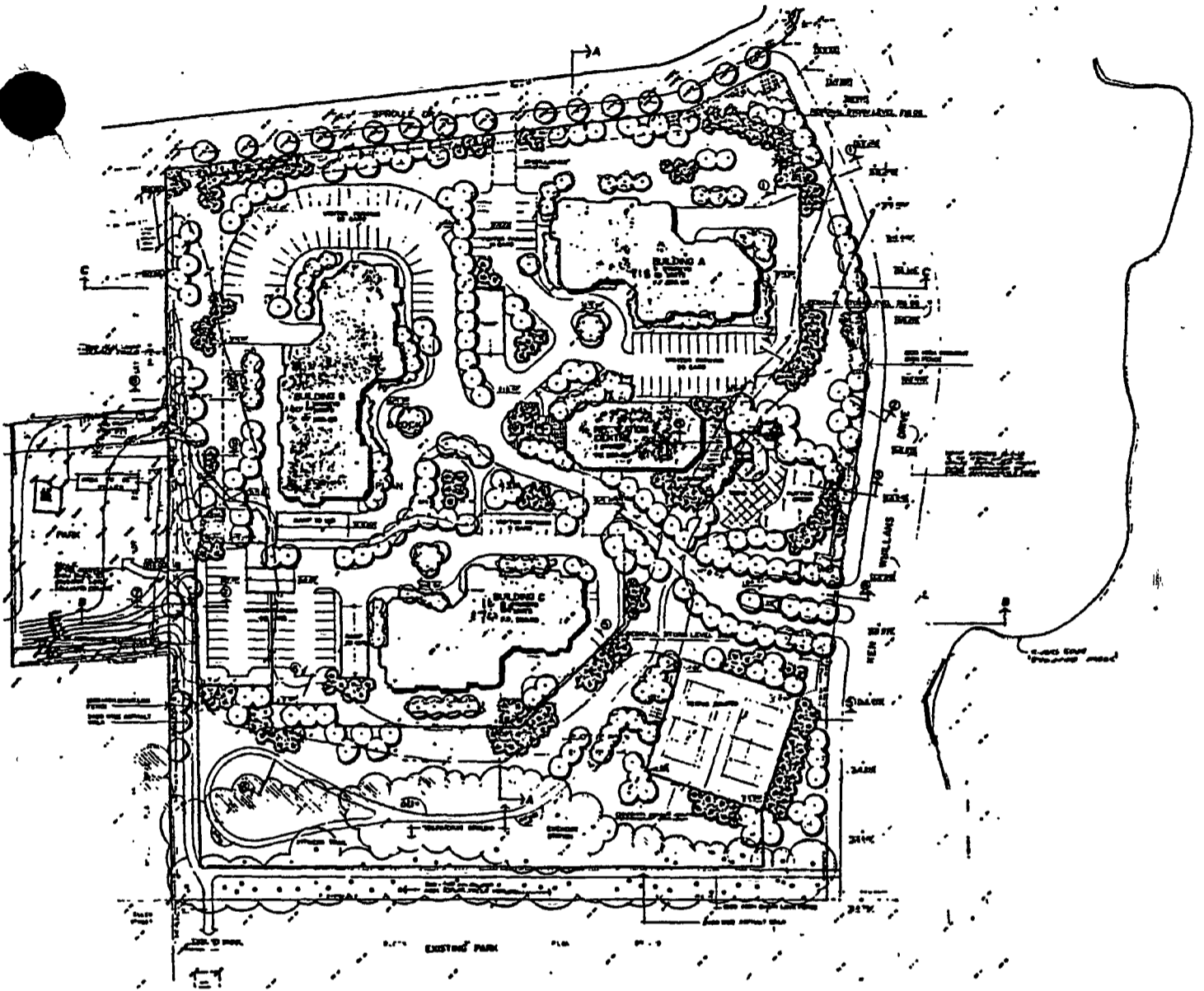
A DETAILED ENGINEERING & SERVICING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Engineering & Servicing Plan shall show, among other things, the exact location and detailed specifications for the following works:

- 5.1 The relocation of any utilities required for the development of the lands.
- 5.2 The construction of Ken Whillans Drive complete with all required municipal services and landscaping, including a two hundred (200) millimetre watermain) from Sproule Drive to the south limit of Registered Plan 43M-527. This work shall be completed in accordance with the provisions of the subdivision agreement for Registered Plan 43M-527.

NOTE: The Commissioner of Public Works should ensure that sufficient securities will be either obtained or retained in accordance with the requirements of the subdivision agreement to ensure that the City has an appropriate performance guarantee for these works.

6. FIRE
PROTECTION
PLAN (INCLUDING
INTERNAL AND
EXTERNAL FIRE

A DETAILED FIRE PROTECTION PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.



SCHEDULE B1
DEVELOPMENT AGREEMENT
MOORVILLE PROPERTIES INC.



1:2000

CITY OF BRAMPTON
Planning and Development

Date: 88 10 11

Drawn by: C.R.E.

File no. C1E7-25

Map no. 43-82E

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

- 1.1 A ten (10) metre wide walkway along the south limit of the lands, in a location approved by the Commissioner of Community Services
- 1.2 An eight (8) metre wide walkway along the west limit of the land from the south limit to a point no further north than William Street in a location to be approved by the Commissioner of Community Services.
- 1.3 Part of Lots 22 and 23, Plan BR-24 (25 William Street) for park purposes (Part 1 on 43R-6793).
- 1.4 Lands required by paragraph 15 of Schedule D to this agreement.

NOTE:

Building permits will not be issued until all of the foregoing transfers have been registered by the City and the Region.

In order to avoid delays, the Owner is requested to submit draft reference plans and draft transfers for the foregoing lands to the City and the Region as soon as possible after the Owner is advised of the conveyancing requirements of the City and the Region.

SCHEDULE D

SPECIAL PROVISIONS

1. Hoarding
The Owner shall, prior to commencing any construction on the lands, erect a solid opaque hoarding along Sproule Avenue and along the westerly limit of the lands, from Sproule Avenue south to William Street, in exact locations satisfactory to the Commissioner of Public Works and Building. The Owner shall maintain this hoarding until construction on the lands is substantially completed and the Commissioner of Public Works and Building has consented in writing to its removal.
2. Traffic Signals
The performance guarantee required by paragraph 17.1.1 of this agreement shall include an amount satisfactory to the Commissioner of Public Works and Building which will equal fifty percent (50%) of the cost to purchase and install traffic control signals at the intersection of Ken Whillans Drive and Vodden Street.
3. Reserves
The City shall, at the Owner's expense, convey those parts of Block 7 on Registered Plan 43M-527 (which is the reserve around Block 11, 43M-527) in the location of the driveway access to the lands approved by the City.
4. Emergency access
The emergency access to Sproule Drive shown on the approved site plan shall be closed and inaccessible to vehicular traffic, except in the event that flooding renders the Ken Whillans driveway access to the lands impassable.
5. Construction Traffic
The Owner agrees that all construction traffic shall enter the lands via Ken Whillans Drive only and that no construction traffic shall be permitted to use or occupy Sproule Drive. The Owner may, with the consent of the Commissioner of Public Works and Building, erect temporary barricades in locations satisfactory to the Commissioner.
6. Visitor Parking Spaces
The Owner shall identify all visitor parking spaces by signs erected in a location satisfactory to the Commissioner of Planning and Development.
7. Waste Material & fill
 - 7.1 Recognizing that the lands were filled by the Owner, the Owner shall, prior to the issuance of any building permits, test the lands to the satisfaction of the City and the Region for contaminated fill, generated gases, and leachate. All contaminated fill shall be removed from the lands to the satisfaction of the City and the Region and all generated gases and leachate shall be treated and mitigated to the satisfaction of the City and the Region.
 - 7.2 All fill material to be placed on the lands shall be clean and free of any waste contaminants as identified by the Environmental Protection Act. All filling of the lands shall be approved by the City and the MTRCA prior to commencement.

8.
Air Condi-
tioning

The Owner agrees that the installation of individual air conditioning units for each dwelling unit shall not be permitted. All air conditioning of the dwelling units shall be achieved by one or more central air conditioning units which may be located on the roof, in the basement, or at the ground floor level of the apartment buildings to be constructed on the lands.

9.
Energy
Conser-
vation &
Archi-
tectural

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

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

These features, when approved, shall constitute guidelines for the Architectural Control Committee in reviewing and approving the architectural aspects of all buildings to be constructed on the lands.

9.2 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:

9.2.1 one member to be appointed by the Owner;

9.2.2 one member to be appointed by the City Council;

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

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

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 that 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.

10.
Trees,
Topsoil,
& Grading

The Owner shall not move any trees or topsoil from the lands or start any grading of the lands prior to the issuance of any building permits without the written authorization of the Commissioner of Public Works and Building.

11.
Condo-
minium
Corpora-
tion

The Owner agrees that the lands shall be developed and sold by means of a condominium corporation or corporations registered in accordance with the Condominium Act. The Owner shall not offer any dwelling units for sale until he has submitted an application for plan of condominium to the Region for the condominium corporation in which the dwelling unit is located.

12.
Govern-
mental
Agencies,
etc.
- Informa-
tion

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

12.2 The Owner shall, prior to offering dwelling units for sale to the public, display in all display areas referred to in paragraph 12.1 colour-coded maps or plans approved by the Commissioner of Planning and Development and the Commissioner of Community Services, showing:

12.2.1 the location of all sidewalks, walkways, fencing, noise attenuation barriers, and parks and open space;

12.2.2 the type of all fencing and noise attenuation features;

12.2.3 the location of all active or passive park areas. Active park areas should indicate wording as follows:

"Playground Equipment or Active Sports Fields"

12.2.3 The following information must also be shown in bold capital type:

"For further information on proposed and existing land use, please call the City of Brampton Planning and Development Department, 150 Central Park Drive, 3rd Floor between 8:30 a.m. and 4:30 p.m. Telephone 793-4110, ext. 253"

12.3 The Owner shall also include a reduction of these colour-coded maps or plans in all sales literature or promotional material available for prospective purchasers of these dwelling units. The Owner agrees that City staff may be permitted to inspect all such display areas, sales literature or promotional material during business hours to insure compliance with this paragraph.

13.
Lighting

Notwithstanding paragraph 20 of this agreement, the Owner agrees that floodlighting shall not be installed on the lands and the Owner further agrees that all exterior lighting shall be of a low level, low intensity nature to minimize glare on surrounding properties.

14.
Sproule
Drive
Land-
scaping

The Owner shall install the fencing and landscaping along Sproule Drive which is shown on the approved landscape and fencing plan on or before June 30, 1989.

15.
Tennis
Courts &
Jogging
Path

The Owner shall complete construction of the tennis courts and jogging path in the locations shown on Schedule B-1 by no later than eighteen (18) months from the date of issuance of the first building permit for a building to be erected on the lands. In the event this construction is not completed by this time, the Owner shall convey to the City at no cost to the City the balance of the valleylands below the top-of-bank as defined and agreed to by the City and the MTRCA, including the lands on which the tennis courts and jogging path are to be located.

16.
Cash-in
-Lieu of
Parkland

The City acknowledges that the Owner shall not be required to pay any cash-in-lieu of the dedication of parkland in respect of development of the lands in accordance with this agreement.

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that:

(Insured Party)

comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City [and the Region] as an additional named insured,
4. contains no exclusions for damage or loss from vibration, (excluding pile driving) the removal or weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands at the foregoing location,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated _____, between _____

and The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

CITY CAPITAL CONTRIBUTIONS

1. The Owner covenants and agrees to unconditionally pay to the City without protest or qualification and prior to the issuance of any building permits for the lands, the Capital Contributions required by the subdivision agreement for Registered Plan 43M-527.

SCHEDULE G

REGION LOT LEVIES

1.

The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification and prior to the issuance of any building permits for the lands, the Regional Lot Levies required by the subdivision agreement for Registered Plan 43M-527.