



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 258-86

To authorize the execution of
an agreement between
Whitehouse Family Holdings
Limited, Woodshaft
~~Developments Limited, Eugene~~
Whitehouse in trust of The
Corporation of the City of
Brampton.

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 September 22, 1986 between Whitehouse Family Holdings Limited, Woodshaft Developments Limited, Eugene Whitehouse in trust of the Corporation of the City of Brampton and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of September, 1986.


KENNETH G. WHILLANS MAYOR


LEONARD J. MIKULICH CLERK

DEVELOPMENT AGREEMENT
Plan 21T-85027B

22nd.

MEMORANDUM OF AGREEMENT made in duplicate this day of September, 1986.

B E T W E E N :

WHITEHOUSE FAMILY HOLDINGS LIMITED, as to an undivided 30% interest, WOODSHAFT DEVELOPMENTS LIMITED, as to an undivided 40% interest, and EUGENE WHITEHOUSE, as to an undivided 30% interest,

hereinafter called the "Owner"
OF THE FIRST PART,

A N D

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "City"
OF THE SECOND PART,

A N D

THE REGIONAL MUNICIPALITY OF PEEL,

hereinafter called the "Region"
OF THE THIRD PART,

WHEREAS the Owner is the owner of the lands described in Schedule A attached to this agreement (hereinafter called the "lands"), and further warrants that there are no mortgagees of the lands;

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown on Schedule B (herein called the "plan") attached to this agreement;

AND WHEREAS the lands are included in Registered Plan 43M-523 which is being developed in accordance with the provisions of the subdivision agreement dated the 13th day of OCTOBER, 1982 between Whitehouse Family Holdings Limited, Rodney Construction Company Limited, and Eugene Whitehouse of the first part, the City of the second part, the Region of the third part, and Dormer-Romay Limited, and The Toronto-Dominion Bank of the fourth part, and registered on the 29th day of November, 1983 as Instrument No. 472653 (herein called the "Subdivision Agreement");

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.

AUGUST/86/D8

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 with each other as follows:

1.
Previous
Agreement

1.1 All of the provisions of the Subdivision Agreement, including without limiting the generality of the foregoing, the provisions for the payment of capital cost contributions, levies, and administration fees, maintenance periods for the works and the provision of security as a performance guarantee for construction of the works shall remain in full force and effect and shall apply to the development of the lands in accordance with the plan and shall govern the administration of this agreement, except insofar as they are specifically amended by this agreement or where they are inconsistent with this agreement, in which case this agreement shall prevail.

1.2 The Owner shall design, construct and install, at its own expense and in a good and workmanlike manner, all works required by the Subdivision Agreement and this agreement for the development of the lands and shall complete, perform or make payment for all such works and matters as are provided by the Subdivision Agreement and this agreement, within the time limits as specified in the Subdivision Agreement or this agreement.

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

2.
Conveyances

2.1 At no cost to the City or the Region, the Owner shall grant unto the City or the Region or both of them, free of encumbrances, the lands, easements and 0.3 metre 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 or the Region or both of them shall be lodged with the City before the registration of the plan or any part thereof.

Solicitor's
Certificate

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

Zoning
By-law
Amendment

The Owner shall support a zoning amendment which will designate and zone the lands for an appropriate class of residential uses with appropriate regulations, all satisfactory to the City.

4.

Lands for
Future
Development

The Owner agrees:

4.1 that Blocks A, B, C and E are reserved for future development and shall be developed only in conjunction with the development of other lands abutting these Blocks; and

4.2 that it will not apply for or be entitled to receive any building permits for these Blocks until such time as all approvals have been given for the development of the lands abutting them and then permits shall only be issued in accordance with the provisions of the Subdivision Agreement, this agreement, and the provisions of any agreements for the development of the abutting lands.

5.

Relocation
of Utilities

The Owner shall, prior to final approval of the plan for registration, make satisfactory arrangements with the City and the Region, for the relocation of any utilities necessitated by the development of the lands in accordance with the plan, including granting to the City and the Region, at the Owner's expense, any easements necessary to complete this relocation. The relocation of utilities shall be works within the meaning of the Subdivision Agreement.

6.

DPRCS
School Board

The Owner shall insert the following clause in all agreements of purchase and sale for lots on the plan until the school for the area is completed:

"Whereas, despite the best efforts of the Dufferin-Peel Roman Catholic Separate School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated at temporary facilities and/or bused to a school outside the area, and further, that students may later be transferred to the neighbourhood school."

7.

Peel Bd.
of Ed.

The Owner shall insert the following clause in all agreements of purchase and sale for lots on the plan in a period of five (5) years from the date of registration of this agreement:

"Whereas despite the efforts of the Peel Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's transportation policy."

8.
Govern-
mental
Agencies,
etc.
- Informa-
tion

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

8.2 The Owner shall, prior to offering lots or dwelling units on the plan for sale to the public, display in all display areas referred to in paragraph 8.1 colour-coded maps or plans approved by the Commissioner of Planning and Development and the Commissioner of Community Services, showing:

8.2.1 those lots within the plan that have potential environmental problems as defined by the City, the Region and the Ministry of the Environment;

8.2.2 the location of all fences, berms, noise attenuation works, sidewalks, walkways, parkland and open space, active recreation areas, potential school sites, commercial sites, high density residential sites and parking areas.

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 lots or dwelling units within the plan. 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.

8.3 The provisions contained in paragraph 8.1 and 8.2 shall apply to all persons building dwelling units within the plan or selling either lots or dwelling units within the plan. The Owner shall bring these paragraphs to their attention by means of attaching a copy of them to all agreements of purchase and sale for all lots in the subdivision sold to such persons.

9.
Cost of
Registration

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

10.
Successors
& Assigns

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

WHITEHOUSE FAMILY HOLDINGS LIMITED

(Print NAME of signatory)

LOUIS WHITEHOUSE

(Print NAME of signatory)

Louis Whitehouse
A. S. O. TITLE

WOODSHAFT DEVELOPMENTS LIMITED

(Print NAME of signatory)

RAYMOND MANDEL

(Print NAME of signatory)

EUGENE WHITEHOUSE

Raymond Mandel
A. S. O. TITLE
Eugene Whitehouse
EUGENE WHITEHOUSE TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
NUMBER 258-86
PASSED BY CITY
COUNCIL ON THE 22nd
DAY OF SEPTEMBER 1986

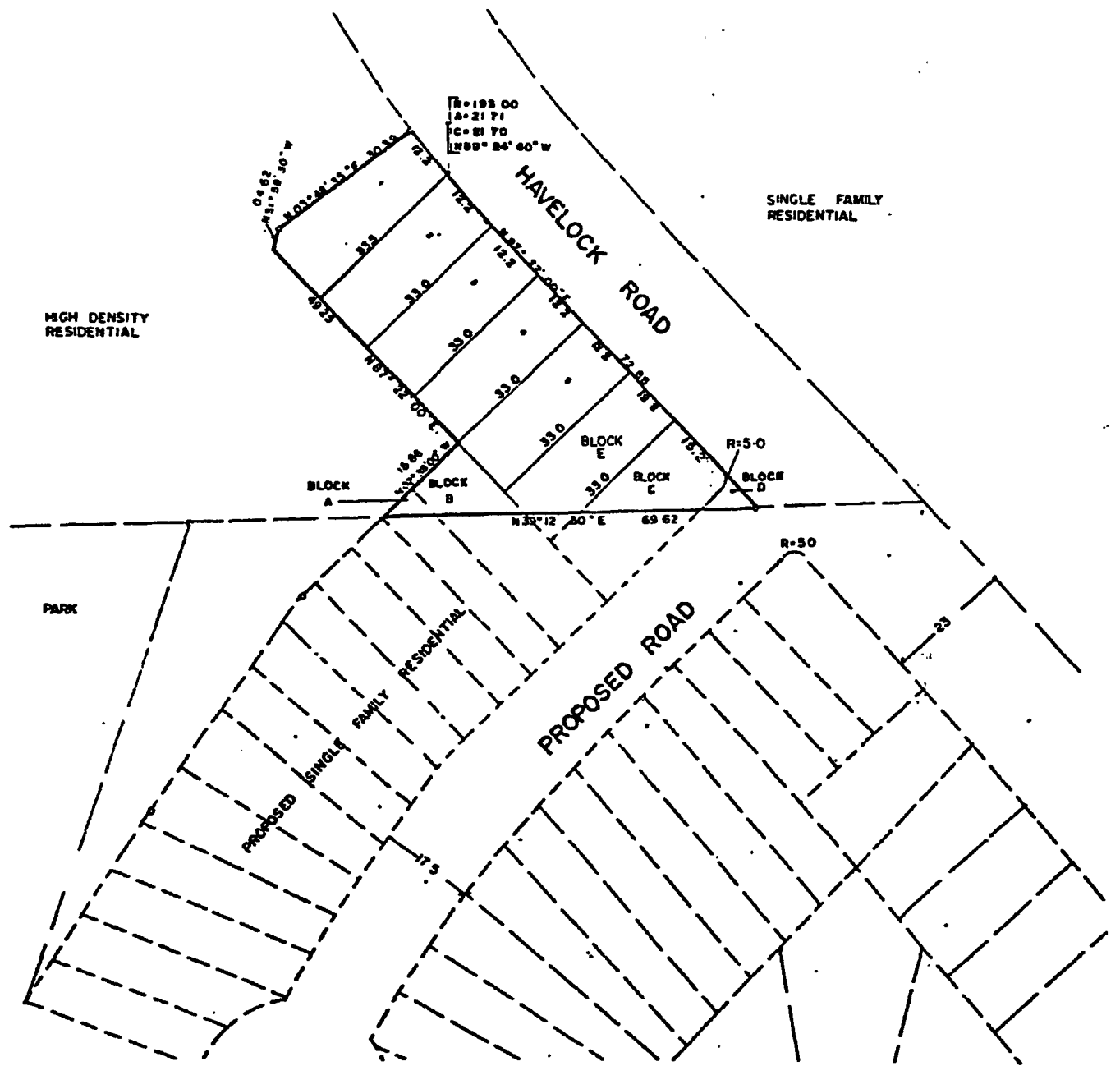
Kenneth G. Whillans
KENNETH G. WHILLANS MAYOR
Leonard J. Mikulich
LEONARD J. MIKULICH CLERK

THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN CHAIRMAN
LARRY E. BUTTON CLERK

LEGAL DESCRIPTION OF THE LANDS

Part of Parcel , section 43M-
LOTS to (both inclusive)
Registered Plan 43M-
City of Brampton
Regional Municipality of Peel
As set out on page



SUBDIVISION AGREEMENT

SCHEDULE _____



1:1222

CITY OF BRAMPTON
Planning and Development

Date: 1986 08 08 Drawn by: C.R.E.

File no. TIE14-7 Map no. 76-17F

LANDS TO BE CONVEYED TO THE CITY

1. Land for road purposes:

The Owner shall dedicate Block D on the final plan as a public highway.