Harper Dell
Planning,
Parking, Zoning,
Land Development

May 21st 2025

Clara Vani (she/her)
Secretary Treasurer, Committee of Adjustment
City Clerk's Office, Legislative Services
City of Brampton

Letter of Objection
May 27th 2025 Committee of Adjustment Agenda Item 11.1
705 Remembrance Rd.
A-2023-0333

Dear Committee,

Please be advised that we are the Planning Consultant / Authorized Agent for 2806383 Ontario Inc. and 1000158140 Ontario Limited, who are the owners of four individual condominium units within Peel Standard Condominium Corporation Number 1118, which is located to the west of the Subject Property and we understand that Li Chen is the Property Owner.

The intention of my services was to provide an Opinion on the future potential for congestion resulting from New and Existing Uses enjoying the **shared easement for access and parking between the adjacent neighboring property** at 695 Remembrance and 705 Remembrance.

Unfortunately, it appears that my conducted research has uncovered an egregious oversight with respect to an ongoing violation of the registered easement, which in turn threatens the original Site Plan Agreement and Minor Variance condition #3 under file A17-122 that relied on a reduction of parking amongst the two Sites in their pre-development.

The proposed Variance request for an additional second storey at 705 Remembrance threatens to exacerbate an already dysfunctional easement.

Attached is a carefully written letter detailing the discovered violation, and the applicable supporting evidence as references, for your perusal.

A notice of Affidavit was served to the Subject Property Owner on May 20th 2025 for litigation.

As such, we respectfully suggest that Minor Variance File A-2023-0333 be denied and/or deferred *sine die* until such time that the on-going litigation can be resolved.

Respectfully,

Nicholas H. Dell
Principal

1370 Hurontario St. Miss ON. L5G 3H4
Phone: 647-963-7375 • Website: www.harperdell.ca • Email: nick@harperdell.ca

HARPER DELL & ASSOCIATES
Planning & Land Development Consultants

July 31st 2023

City of Brampton
Planning Department
8850 McLaughlin Rd., Suite 1
L6Y 0C5

Cover Letter
Easement Violation

Re: 675/685/695/705 Remembrance Drive (the "Property")

Attn: Ross Campbell (Manager, Zoning), Cindy Hammond (CBO)

Please be advised that we are the Planning Consultant / Authorized Agent for 2806383 Ontario Inc. and 1000158140 Ontario Limited, who are the owners of four individual condominium units within Peel Standard Condominium Corporation Number 1118, which is located to the west of the Property and we understand that R-Chad Investments Inc. is the Property Owner.

We wish to take this opportunity to advise and draw your attention to the following matters with respect to the Property:

The registered title to the Property is as set out in PIN 14251-2999 (a copy of the parcel page with respect to the Property is attached for your reference).

Instrument PR3559233 (copy attached) which is an easement agreement registered against the title to the Property, provides that the servient lands are part 7 on Plan 34R -37926 (which form part of the Property) and that the dominant lands are Block 132 Plan 43M 1969. The easement provides that the Transferor, being R-Chad Investment Inc. provided the Transferee, the owner of the dominant lands, the right, interest and easement in perpetuity on, over, under and through the lands of the Transferor hereinbefore as described as the servient lands for the following purposes, namely; to permit all pedestrians and vehicles to pass, repass, drive, park, walk or travel over, including for the purpose of entering from and exiting onto McLaughlin Road, Remembrance Road and Clinton Street. The easement further provides that the Transferor is to remove from and keep the servient tenement (being part 7) free and clear of any trees, buildings, structures or obstructions nor in any way interfere with the easements and rights hereby granted to the Transferee.

The title to the Property is also subject to Instrument Number PR2598585, which is a Notice of Subdivision Agreement registered in favour of the City of Brampton and the Regional Municipality of Peel. Among other matters set forth in that Subdivision Agreement, Schedule G-2, being special requirements for building permits, at paragraph 6, specifically references that building permits should not be

issued for convenience retail blocks 132 and 133 and Junior Elementary School block 308 until Site Plan Approval has been obtained through the city's site plan approval process. A copy of Instrument PR2598585 is attached for your reference. Variance File A17-122 further stipulated a condition of approval being the execution of the Site Plan Agreement, otherwise the approval would become null and void.

Title to the Property is also subject to Instrument PR3501867 which is a Notice of Site Plan Agreement and Instrument PR3674431 which is a Notice amending the Site Plan Agreement, copies of which are attached for your reference. At section 2.2 of the Site Plan Agreement registered as Instrument Number PR3501867, the Site Plan Agreement provides that the owner covenants and agrees that the lands shall only be developed in accordance with the site plan and drawings referred to in schedule B attached hereto and that pursuant to section 9.1.1 to perform the works in a good and workmanlike manner to the satisfaction of the City in accordance with plans which are set out and referred to in Schedule B thereto.

The schedule B which was attached to the initial Site Plan Agreement, which was registered as Instrument PR3501867, was amended and replaced with a new Schedule B pursuant to the amending Site Plan Agreement registered as Instrument Number PR367443 l. The amended Schedule B references Plan J-Al; Building J, being gas bar canopy elevations. The problem which has arisen relates to the construction of the gas bar/station, which gas bar/station are constructed within the lands set forth as part 7 on Plan 43R-37926, (copy enclosed) which is a violation and breach of the easement agreement. The easement agreement, as referenced previously, specifically provides that the easement lands are to be kept free and clear of any building, structures or obstructions.

Our clients wish to take this opportunity to advise you that they would like to discuss the aforementioned breach and contravention with you in order that a possible resolution of this matter can be achieved in quick order. Accordingly we would ask that you forward this correspondence to your legal counsel and my client suggests that a meeting be arranged as soon as possible in order that we may canvas and discuss this matter further specifically as it relates to the null and voiding of the Minor Variance and any issued Building Permits currently exacerbating the easement violation.

Respectfully,

--
Nicholas H. Dell BA.H.
Harper Dell & Associates Inc.

PART 1 OF 4 PARTS SHEET 1 OF 2 SHEET	PEEL STANDARD CONDOMINIUM PLAN No. 1118

LEVEL 1
UNITS 1 TO 19 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF PEEL (No.43)
AT 10:14 O'CLOCK ON THE 20th DAY OF MAY 2022.

REPRESENTATIVE FOR LAND REGISTRAR

MUNICIPAL APPROVAL 21CDM-20004B

PARTS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER SECTION 9 OF THE CONDOMINIUM ACT AND SECTION 51 OF THE PLANNING ACT.

DATED AT BRAMPTON THIS 29 DAY OF APRIL, 2022

~~RICHARD FORWARD JASON SCHMIDT~~ Acting COMMISSIONER OF PLANNING BUILDING AND ECONOMIC DEVELOPMENT Allan A. Parsons, MCIP, RPP.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 28th DAY OF JANUARY 2022.
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

FEBRUARY 7, 2022
DATE

VINUJAN ARAVINTHAN
ONTARIO LAND SURVEYOR

DECLARATION REGISTERED AS No. PR4055049

THIS PLAN COMPRISES ALL OF PIN 14251-2998(LT).

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS
(Pursuant to Clauses 8 (1) (G) And (H) of the Condominium Act 1998)

	PART	PLAN	DESCRIBED IN	NOTES
SUBJECT TO (SERVIENT INTERESTS)	8	43R-37926	PR3559232	
	BLOCK 132	43M-1969	PR3712556	AFFECTS ALL UNITS
	COMMON ELEMENTS	THIS PLAN	DECLARATION	
TOGETHER WITH (APPURTENANT INTERESTS)	7	43R-37926	PR3559233	

INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	2	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND THE DESIGNATION OF UNITS ON LEVEL 1 AND 2.
2	1	EXCLUSIVE USE
3	12	ARCHITECTURAL PLANS
4	19	STRUCTURAL PLANS

PLAN OF SURVEY OF
BLOCK 132
REGISTERED PLAN 43M-1969
CITY OF BRAMPTON
REGIONAL MUNICIPALITY OF PEEL
SCALE 1 : 250

5 0 5 10 15 metres

GUIDO PAPA SURVEYING
A DIVISION OF J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND FOR UNIT BOUNDARIES

UNIT DEFINITION:

MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNIT BOUNDARIES ARE MONUMENTS AND MEASUREMENTS AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "C" OF THE DECLARATION.

UNLESS OTHERWISE NOTED, THE BOUNDARY OF THE UNITS ALONG THE PERIMETER WALLS OF THE UNITS IS THE BACKSIDE FACE OF DRYWALL EXCEPT IN LOCATIONS OF DOORS AND WINDOWS.

———	DENOTES	UNIT BOUNDARY AND BOUNDARY OF THE COMMON ELEMENT
Ⓐ	"	BACKSIDE FACE OF DRYWALL.
Ⓑ	"	THE UPPER SURFACE OF CONCRETE FLOOR SLAB.
Ⓒ	"	UNIT SIDE FACE OF ALUMINUM DOOR AND/OR WINDOW FRAME ASSEMBLY AND GLASS PANEL LOCATED THEREIN, DOOR IN A CLOSED POSITION.
Ⓔ	"	THE UNIT SIDE FACE OF STEEL DOOR AND DOOR FRAME, DOOR IN A CLOSED POSITION.
Ⓕ	"	THE UNDERSIDE FACE AND PLANE OF OPEN WEB STEEL CEILING JOISTS.
Ⓗ	"	VERTICAL PLANE CONTROLLED BY SURVEY MONUMENTS AND MEASUREMENT.

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

CHACON REMEMBRANCE INC.

DATED AT BRAMPTON THIS FOURTH (4th) DAY OF APRIL, 2022

S.K. Chahal
SURINDER KAUR CHAHAL (A.S.O.)
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"

INTEGRATION DATA

SPECIFIED CONTROL POINTS (SCPs): UTM ZONE 17, NAD83 (CSRS) (2010.0)
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

POINT ID	EASTING	NORTHING
SCP 042050260	595 558.20	4 842 095.52
SCP 042100344	595 689.25	4 839 970.37

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

THE RESULTANT TIE BETWEEN SCP 042050260 AND 042100344 IS 2129.90 N03°31'45"W.

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM SPECIFIED CONTROL POINTS (SCPs) 042050260 AND 042100344, UTM ZONE 17, NAD83 (CSRS) (2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999676.

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
WIT	DENOTES	WITNESS
Ms	DENOTES	MEASURED
JDB	DENOTES	J.D. BARNES LTD, O.L.S.
P	DENOTES	REGISTERED PLAN 43M-1969
P2	DENOTES	PLAN 43R-37926
P3	DENOTES	PLAN 43R-36475
P4	DENOTES	PLAN 43R-36476
BR	DENOTES	BRICK
PC	DENOTES	PRECAST
PLR	DENOTES	PILLAR
OL	DENOTES	ON LINE
N,E,S,W	DENOTES	NORTH,EAST,SOUTH,WEST

ALL SET SSIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN AND/OR PROXIMITY OF UNDERGROUND UTILITIES IN ACCORDANCE WITH SECTION 11 (4) OF O.REG. 525/91.

GUIDO PAPA SURVEYING
A Division of J.D. Barnes Limited
SURVEYING MAPPING GIS
9135 KEELE ST., UNIT B7, VAUGHAN, ON L4K 0J4
T: (289) 553-5961 F: (289) 553-5986 www.jdbarnes.com

DRAWN BY:	CHECKED BY:	REFERENCE NO.:
V.A.	L.J.K./V.A.	19-18-413-01

FILE: G:\Jobs\2019\19-18-413-00 Remembrance\Drawing\01\L1\19-18-413-01_L1.dgn

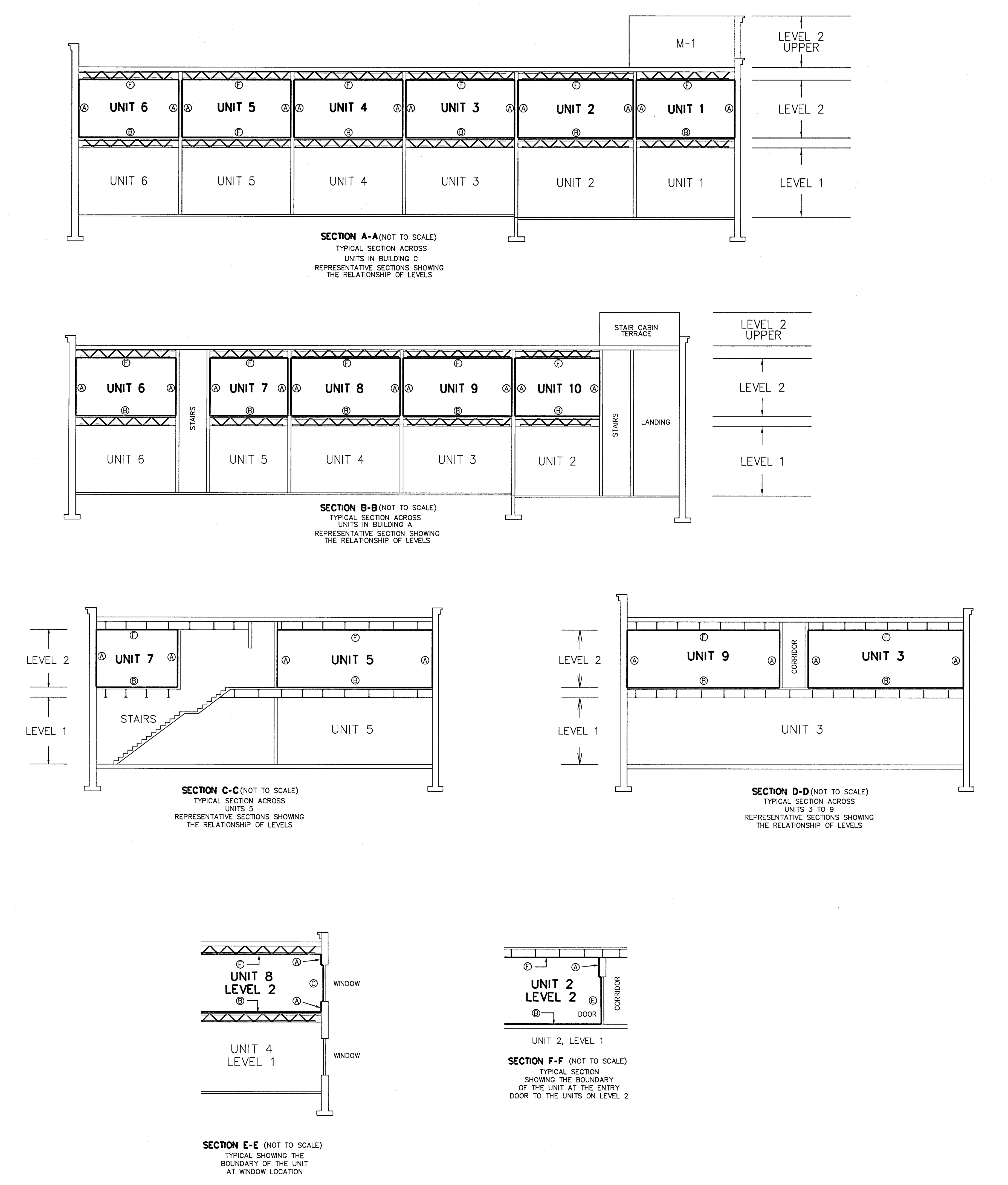
PART 1 OF 4 PARTS
SHEET 2 OF 2 SHEET

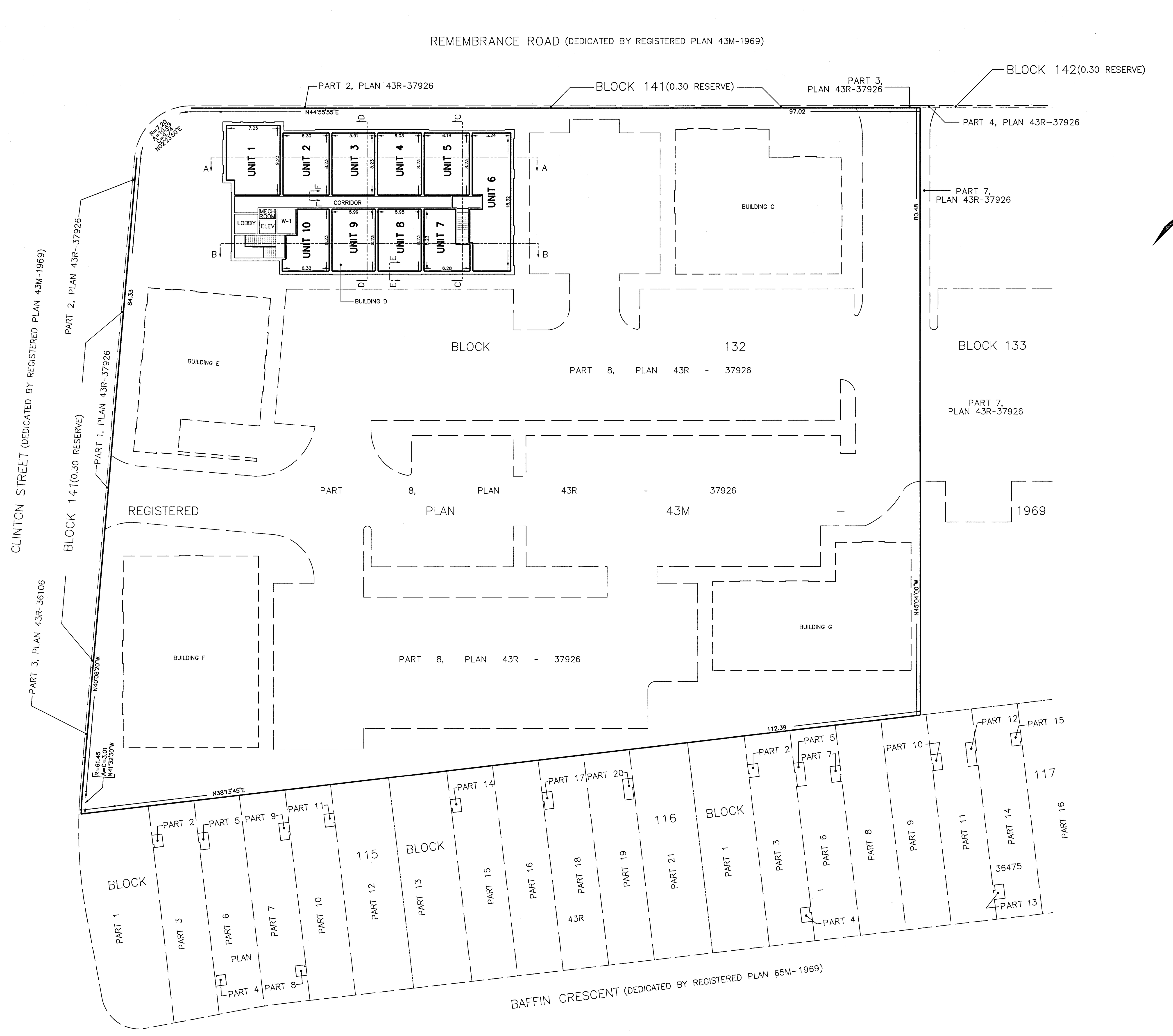
PEEL STANDARD CONDOMINIUM PLAN No. 1118

LEVEL 2
UNITS 1 TO 10 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF PEEL (No.43) AT 10:14 O'CLOCK ON THE 20th DAY OF MAY 2022.

REPRESENTATIVE FOR LAND REGISTRAR





SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 28th DAY OF JANUARY 2022.

3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

FEBRUARY 7, 2022
DATE

VINUJAN ARAVINTHAN
ONTARIO LAND SURVEYOR

DECLARATION REGISTERED AS No. PR4055049

SCALE 1 : 250
5 0 5 10 15 metres

GUIDO PAPA SURVEYING
A DIVISION OF J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND FOR UNIT BOUNDARIES
UNIT DEFINITION:

MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNIT BOUNDARIES ARE MONUMENTS AND MEASUREMENTS AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "C" OF THE DECLARATION.

UNLESS OTHERWISE NOTED, THE BOUNDARY OF THE UNITS ALONG THE EXTERIOR WALL OF THE BUILDING IS THE BACKSIDE FACE OF DRYWALL EXCEPT IN LOCATIONS OF DOORS AND WINDOWS.

UNLESS NOTED OTHERWISE, THE BOUNDARY OF THE UNITS ALONG THE PERIMETER WALLS OF THE UNIT IS Ⓐ EXCEPT IN LOCATIONS OF ENTRY DOORS AND EXTERIOR WINDOWS.

———		UNIT BOUNDARY AND BOUNDARY OF THE COMMON ELEMENT
Ⓐ	"	BACKSIDE FACE OF DRYWALL
Ⓑ	"	THE UPPER SURFACE OF CONCRETE FLOOR SLAB.
Ⓒ	"	UNIT SIDE FACE OF ALUMINUM DOOR AND/OR WINDOW FRAME ASSEMBLY AND GLASS PANEL LOCATED THEREIN, DOOR IN A CLOSED POSITION.
Ⓔ	"	THE UNIT SIDE FACE OF STEEL DOOR AND DOOR FRAME, DOOR IN A CLOSED POSITION.
Ⓕ	"	THE UNDERSIDE FACE AND PLANE OF OPEN WEB STEEL CEILING JOISTS.
Ⓗ	"	VERTICAL PLANE CONTROLLED BY MEASUREMENT.

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

CHACON REMEMBRANCE INC.

DATED AT BRAMPTON THIS FOURTH (4th) DAY OF APRIL, 2022

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FILE: G:\Jobs\2019\19-18-413-00 Remembrance\Drawing\01\L2\19-18-413-01_L2.dgn

PART 2 OF 4 PARTS SHEET 1 OF 1 SHEET	PEEL STANDARD CONDOMINIUM PLAN No. 1118

PLAN OF SURVEY OF

THE EXTENT AND LOCATION OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS ON LEVEL 1, 2 AND LEVEL 2 UPPER

SCALE 1 : 250

GUIDO PAPA SURVEYING
A DIVISION OF J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEVEL 2

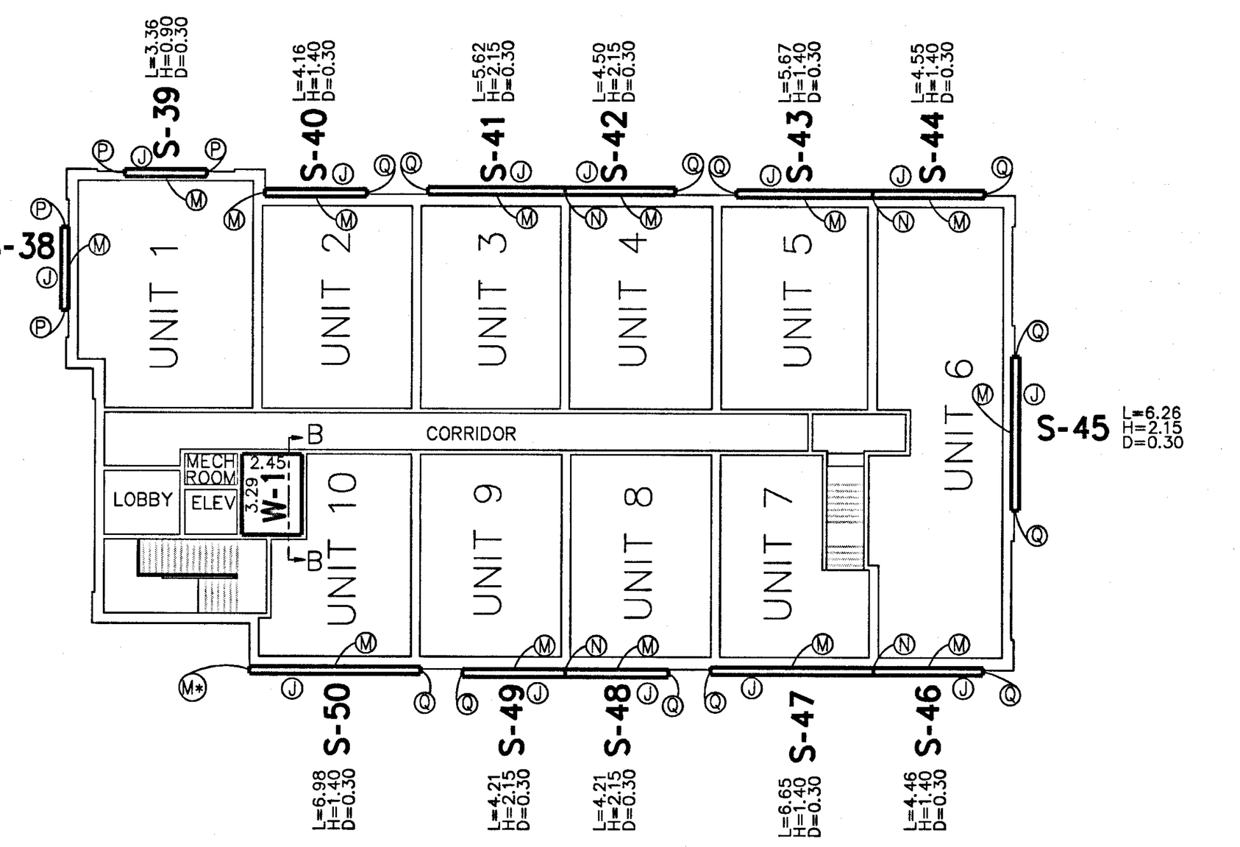


DIAGRAM ILLUSTRATING COMMERCIAL UNITS 1 TO 10 ON LEVEL 2, BUILDING B.

LEVEL 2 - UPPER

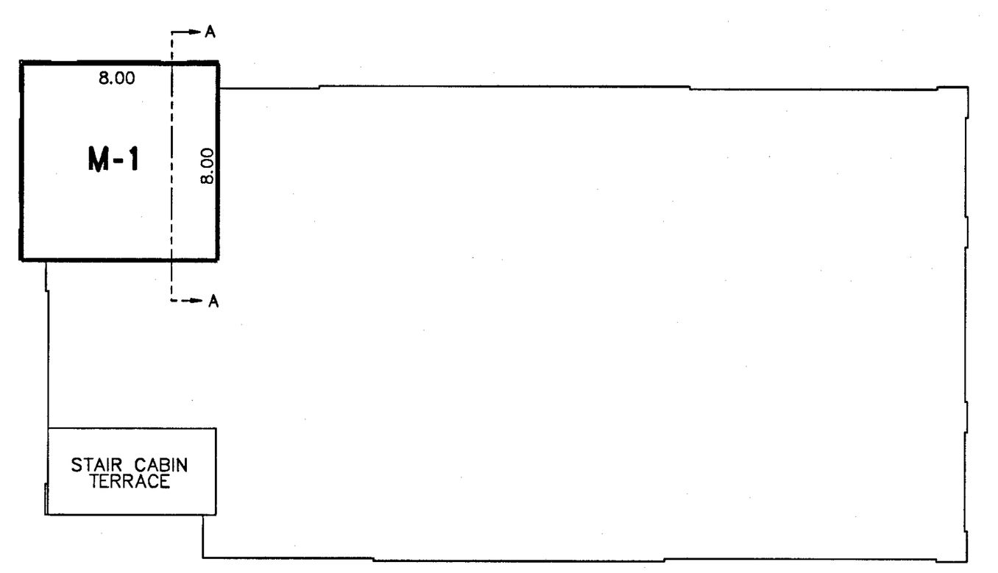
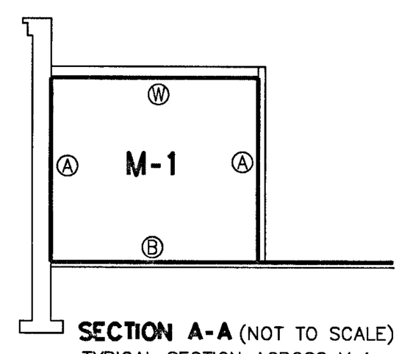
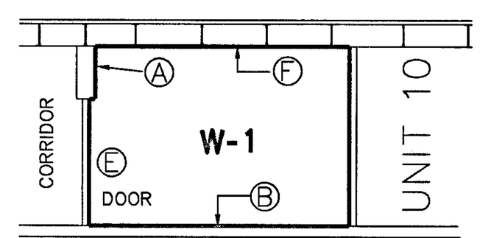


DIAGRAM ILLUSTRATING EXCLUSIVE UNIT M-1 ON LEVEL 2 - UPPER, BUILDING B.



SECTION A-A (NOT TO SCALE)
TYPICAL SECTION ACROSS M-1



W-1
SECTION B-B (NOT TO SCALE)
TYPICAL SECTION ACROSS W-1

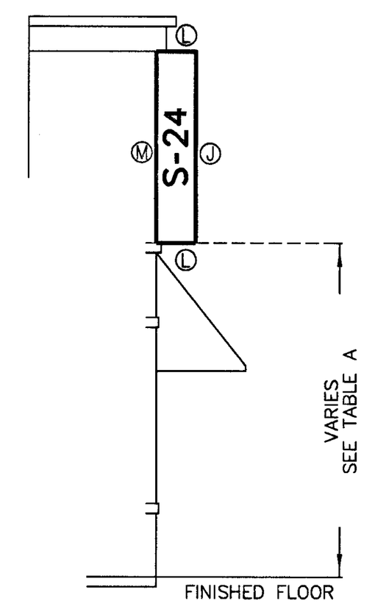
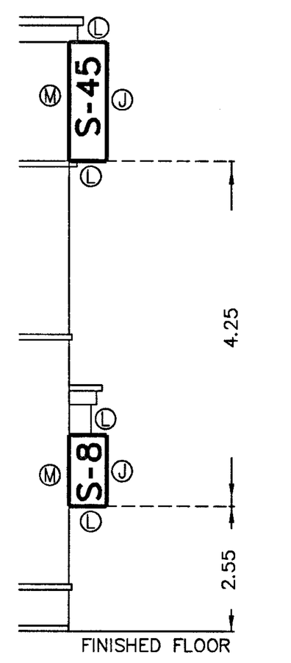


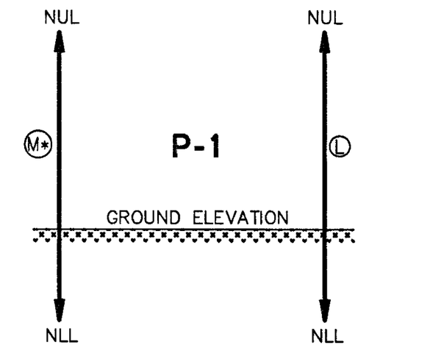
TABLE A

3.40	S-14 TO S-17
3.45	S-18 TO S-21
3.40	S-22 TO S-24
3.45	S-25
3.40	S-26 TO S-29
3.40	S-33 TO S-37

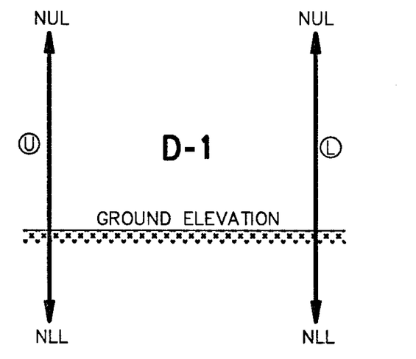
SECTION C-C (NOT TO SCALE)
TYPICAL SECTION ACROSS S-14 TO S-29, AND S-33 TO S-37



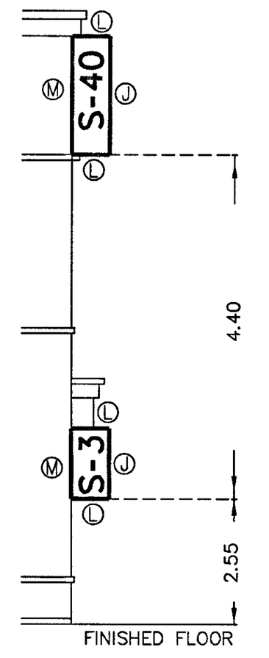
SECTION D-D (NOT TO SCALE)
TYPICAL SECTION ACROSS S-4 TO S-12 AND S-41 TO S-49



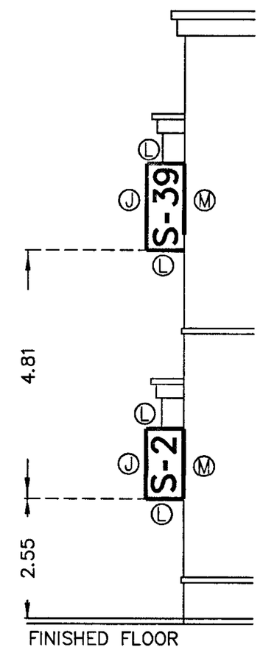
SECTION E-E (NOT TO SCALE)
TYPICAL SECTION ACROSS P-1 ILLUSTRATING THE VERTICAL LIMITS



SECTION F-F (NOT TO SCALE)
TYPICAL SECTION ACROSS D-1 ILLUSTRATING THE VERTICAL LIMITS



SECTION G-G (NOT TO SCALE)
TYPICAL SECTION ACROSS S-3, S-13 S-40 AND S-50



SECTION H-H (NOT TO SCALE)
TYPICAL SECTION ACROSS S-1, S-2 S-38 AND S-39

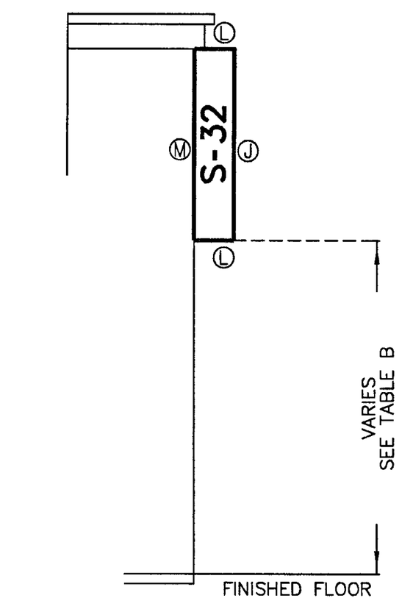


TABLE B

3.45	S-30 TO S-32
3.40	S-51

SECTION J-J (NOT TO SCALE)
TYPICAL SECTION ACROSS S-30 TO S-32, AND S-51

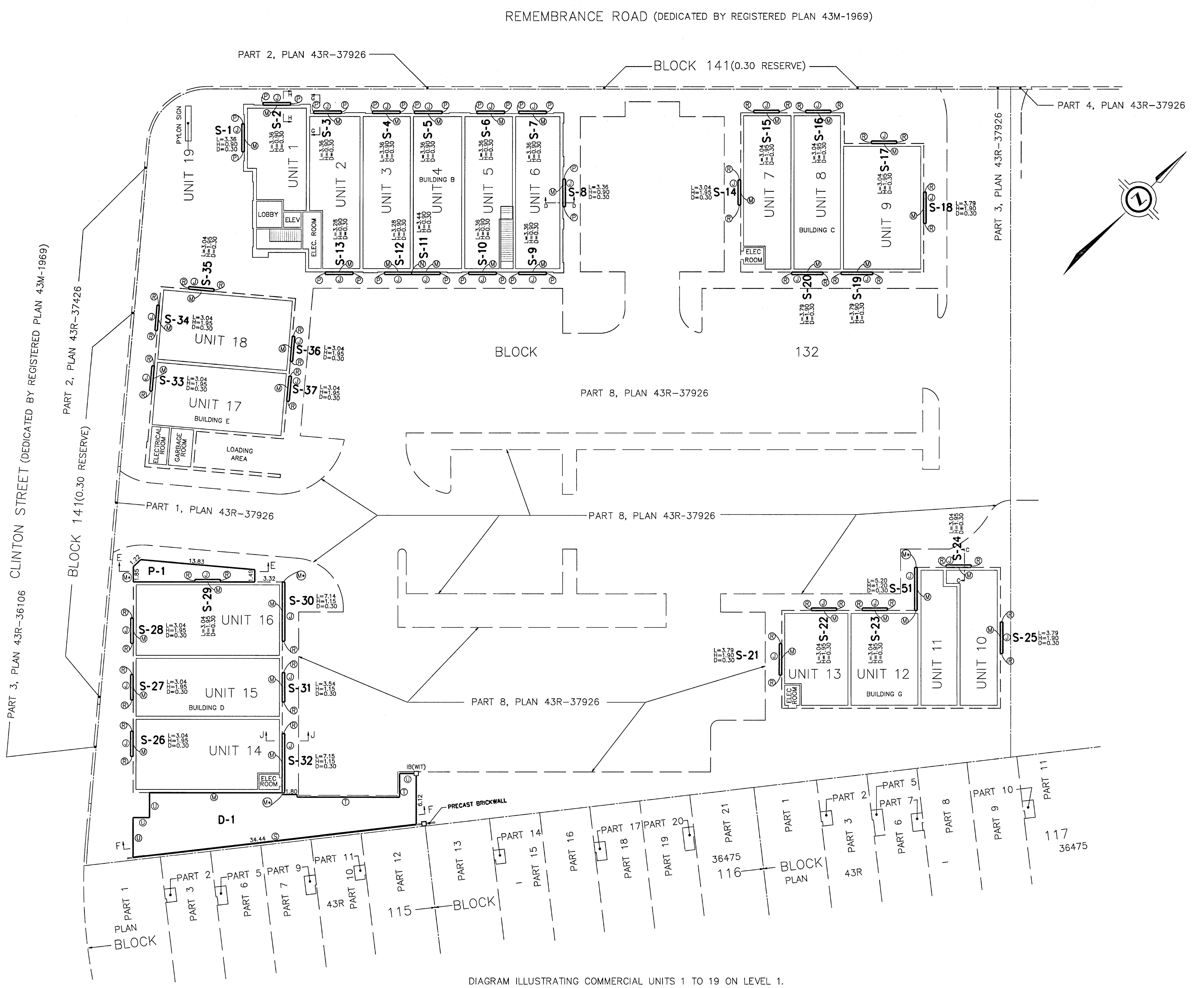


DIAGRAM ILLUSTRATING COMMERCIAL UNITS 1 TO 19 ON LEVEL 1.

NOTES AND LEGEND

UNLESS OTHERWISE NOTED, THE BOUNDARY OF THE UNITS ALONG ANY EXTERIOR WALL IS THE VERTICAL PLANE CONTROLLED BY THE UNIT SIDE FACE OF PRECAST CONCRETE PANELS AND ITS PRODUCTION ACROSS ANY OVERHEAD DOOR OPENING.

———	DENOTES	BOUNDARY OF THE EXCLUSIVE USE PORTION OF THE COMMON ELEMENT.
S-	DENOTES	EXCLUSIVE USE PORTION OF THE COMMON ELEMENT FOR USE AS SIGNAGE.
D-	DENOTES	EXCLUSIVE USE PORTION OF THE COMMON ELEMENT FOR USE AS DAYCARE PLAY AREA.
P-	DENOTES	EXCLUSIVE USE PORTION OF THE COMMON ELEMENT FOR USE AS RESTAURANT PATIO AREA.
M-	DENOTES	EXCLUSIVE USE PORTION OF THE COMMON ELEMENT FOR USE AS PYLON MAINTENANCE ROOM.
W-	DENOTES	EXCLUISVE USE PORTION OF THE COMMON ELEMENT FOR USE AS AN ACCESSIBLE WASHROOM.
Ⓐ	DENOTES	BACKSIDE FACE OF DRYWALL.
Ⓑ	DENOTES	UPPER SURFACE OF CONCRETE FLOOR SLAB.
Ⓔ	DENOTES	EXCLUSIVE USE PORTION SIDE FACE OF STEEL DOOR AND DOOR FRAME, DOOR IN A CLOSED POSITION.
Ⓕ	DENOTES	THE UNDERSIDE FACE AND PLANE OF OPEN WEB STEEL CEILING JOISTS.
Ⓙ	DENOTES	VERTICAL PLANE DISTANCE 0.30m OUT FROM THE EXTERIOR FACE OF BUILDING WALL, BRICK.
Ⓛ	DENOTES	HORIZONTAL PLANE CONTROLLED BY MEASUREMENT.
Ⓜ	DENOTES	EXTERIOR FACE OF BUILDING, BRICK, CONCRETE BLOCK AND PRODUCTION ACROSS OVERHEAD DOOR, DOOR AND WINDOW OPENINGS.
Ⓜ*	DENOTES	PRODUCTION OF EXTERIOR FACE OF BUILDING,
Ⓝ	DENOTES	VERTICAL PLANE DEFINED BY THE PRODUCTION OF THE CENTRELINE OF WALL BETWEEN ADJOINING UNITS.
Ⓟ	DENOTES	VERTICAL PLANE DEFINED BY THE EDGE OF BRICK AT THE OPENING FOR THE WINDOW AND/OR DOOR.
Ⓠ	DENOTES	VERTICAL PLANE DEFINED BY THE LINE BETWEEN THE EDGE OF THE CONCRETE BLOCK AND PROTRUDING DECORATIVE ACCENT BRICK.
Ⓡ	DENOTES	VERTICAL PLANE DEFINED BY THE LINE BETWEEN BRICK AND THE CONCRETE BLOCK FACE.
Ⓢ	DENOTES	VERTICAL PLANE DEFINED BY THE NORTH FACE OF PRECAST BRICK WALL.
Ⓣ	DENOTES	VERTICAL PLANE DEFINED BY THE SOUTH FACE OF TOE WALL.
Ⓤ	DENOTES	VERTICAL PLANE DEFINED BY THE EDGE OF CONCRETE.
Ⓥ	DENOTES	VERTICAL PLANE DEFINED BY THE CENTRELINE OF FENCE.
Ⓦ	DENOTES	UNDERSIDE OF DRYWALL
□	DENOTES	SURVEY MONUMENT SET
IB	DENOTES	IRON BAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS PLAN OF SURVEY ACCURATELY SHOWS THE EXTENT AND LOCATION OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS.

DATED THIS 7TH DAY OF FEBRUARY, 2022

VINUJAN ARAVINTHAN
ONTARIO LAND SURVEYOR

GUIDO PAPA SURVEYING
A Division of J.D. Barnes Limited
SURVEYING MAPPING GIS
9135 KEELE ST., UNIT B7, VAUGHAN, ON L4K 0J4
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DRAWN BY:	CHECKED BY:	REFERENCE NO.:
V.A.	L.J.K./V.A.	19-18-413-01

FILE: G:\Jobs\2019\19-18-413-00 Remembrance\Drawing\01\EX\19-18-413-00-EX.dgn

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: OCTOBER 27, 2017

BORYS KUBICKI
ONTARIO LAND SURVEYOR

PLAN 43R-37926

RECEIVED AND DEPOSITED

DATE: October 31, 2017

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF PEEL (No. 43)

SCHEDULE

PART	BLOCK	PLAN	PIN
1, 2, 3	PART OF 141	43M-1969	PART OF 14251-3007
4	PART OF 142		PART OF 14251-3008
5, 6	PART OF 144		PART OF 14251-3010
7	PART OF 133		PART OF 14251-2999
8	PART OF 132		PART OF 14251-2998

PLAN OF SURVEY OF

PART OF BLOCKS 132, 133 AND 141, 142, 144 REGISTERED PLAN 43M-1969

CITY OF BRAMPTON

REGIONAL MUNICIPALITY OF PEEL

SCALE 1 : 300

5 0 5 10 15 20 metres

TARASICK McMILLAN KUBICKI LIMITED
ONTARIO LAND SURVEYORS

METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

COORDINATE REFERENCE

COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED FROM DIRECT GPS REAL TIME NETWORK (RTN) OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17, UTM PROJECTION, NAD83 (ORIGINAL) DATUM.

COORDINATES SHOWN ON THIS PLAN HAVE BEEN DETERMINED TO URBAN ACCURACY OF ±0.05m AT 95% CONFIDENCE LEVEL ACCORDING TO O.REG. 216/10.

BEARINGS ARE GRID BEARINGS DERIVED FROM SPECIFIED CONTROL POINT (SCPs) 042910132 AND 042900034, UTM ZONE 17. NAD83 (OROGINAL)

DISTANCES ARE GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY COMBINED SCALE FACTOR OF 0.999700.

POINT ID	NORTHING	EASTING
1	4841099.47	594299.05
2	4841183.33	594382.71

COORDINATES ALONE CANNOT BE USED TO RE-ESTABLISH POINTS OR BOUNDARIES SHOWN ON THIS PLAN

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT PLANTED
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR

NOTE

ALL SURVEY MONUMENTS FOUND WERE SET BY J.D. BARNES LTD. UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON OCTOBER 23, 2017

OCTOBER 23, 2017
DATE

BORYS KUBICKI
ONTARIO LAND SURVEYOR

TARASICK McMILLAN KUBICKI LIMITED
ONTARIO LAND SURVEYORS
4181 SLADEVIEW CRESCENT, UNIT 42, MISSISSAUGA, ONTARIO L5L 5R2
TEL: (905) 569-8849 FAX: (905) 569-3160
E-MAIL: office@tmksurveyors.com

DRAWN BY: M.U./R.E. | FILE No. 7113-R

D (24"x36")

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLOCK 133, PLAN 43M1969; TOGETHER WITH AN EASEMENT OVER PART 8, 43R-37926 AS IN PR3559232; SUBJECT TO AN EASEMENT OVER PART 7, 43R-37926 IN FAVOUR OF BLOCK 132, PLAN 43M1969 AS IN PR3559233; CITY OF BRAMPTON

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2009/01/05. PLANNING ACT CONSENT IN DOCUMENT PR3559233.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	SUBDIVISION FROM 14251-2727	2014/09/15

OWNERS' NAMES	CAPACITY	SHARE
R-CHAD INVESTMENT INC.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2014/09/15 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
PR2019999	2011/06/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2088013 ONTARIO INC.	EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P.	
PR2020000	2011/06/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2088013 ONTARIO INC.	RETURN ON INNOVATION CAPITAL LTD.	
PR2493456	2014/01/30	APL CH NAME INST		*** DELETED AGAINST THIS PROPERTY *** RETURN ON INNOVATION CAPITAL LTD.	RETURN ON INNOVATION ADVISORS LTD.	
		REMARKS: PR2020000.				
PR2495610	2014/02/04	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2088013 ONTARIO INC.	THE TORONTO-DOMINION BANK	
PR2495611	2014/02/04	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2088013 ONTARIO INC.	CANADIAN MORTGAGE SERVICING CORPORATION	
PR2495612	2014/02/04	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** 2088013 ONTARIO INC.	CANADIAN MORTGAGE SERVICING CORPORATION	
		REMARKS: PR2495611.				
PR2495617	2014/02/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P. EMPIRE COMMUNITIES (MOUNT PLEASANT) LTD.	THE TORONTO-DOMINION BANK	
		REMARKS: PR2019999 TO PR2495610.				
PR2495618	2014/02/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** RETURN ON INNOVATION ADVISORS LTD.	THE TORONTO-DOMINION BANK	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: PR2020000 TO PR2495610.					
PR2495628	2014/02/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** EMPIRE COMMUNITIES (MOUNT PLEASANT) LTD. EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P.	CANADIAN MORTGAGE SERVICING CORPORATION	
	REMARKS: PR2019999 TO PR2495611, PR2495612.					
PR2495629	2014/02/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** RETURN ON INNOVATION ADVISORS LTD.	CANADIAN MORTGAGE SERVICING CORPORATION	
	REMARKS: PR2020000 TO PR2495611, PR2495612.					
PR2561251	2014/07/08	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** RETURN ON INNOVATION ADVISORS LTD.	DREAM ALTERNATIVES LENDING SERVICES HOLDINGS INC.	
	REMARKS: PR2020000.					
PR2594129	2014/09/04	APL CH NAME INST		*** DELETED AGAINST THIS PROPERTY *** EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P.	EMPIRE COMMUNITIES (MOUNT PLEASANT) LTD. EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P.	
	REMARKS: PR2019999.					
	CORRECTIONS: PARTY TO NAME:EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P. ADDED ON 2015/07/06 AT 11:58 BY CABRAL, CINDY.					
43M1969	2014/09/05	PLAN SUBDIVISION				C
PR2598585	2014/09/12	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	2088013 ONTARIO INC.	C
PR2598590	2014/09/12	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** EMPIRE COMMUNITIES (MOUNT PLEASANT), L.P. EMPIRE COMMUNITIES (MOUNT PLEASANT) LTD.	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	
	REMARKS: PR2019999 TO PR2598585					
PR2598591	2014/09/12	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** DREAM ALTERNATIVES LENDING SERVICES HOLDINGS INC.	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	
	REMARKS: PR2020000 & PR2561251 TO PR2598585					
PR2598592	2014/09/12	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE TORONTO-DOMINION BANK	THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	
	REMARKS: PR2495610 TO PR2598585					
PR2598593	2014/09/12	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CANADIAN MORTGAGE SERVICING CORPORATION	THE CORPORATION OF THE CITY OF BRAMPTON	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					THE REGIONAL MUNICIPALITY OF PEEL	
	REMARKS: PR2495611 TO PR2598585					
PR2598603	2014/09/12	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2088013 ONTARIO INC.		
	REMARKS: NO TRANSFER OR CHARGE OF THE LANDS WITHOUT THE WRITTEN CONSENT OF THE REGIONAL MUNICIPALITY OF PEEL.					
PR2619003	2014/10/22	APL DELETE REST		*** COMPLETELY DELETED *** THE REGIONAL MUNICIPALITY OF PEEL		
	REMARKS: PR2598603.					
PR2622779	2014/10/29	TRANSFER	$2,166,364	2088013 ONTARIO INC.	R-CHAD INVESTMENT INC.	C
PR2622780	2014/10/29	CHARGE		*** COMPLETELY DELETED *** R-CHAD INVESTMENT INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
PR2622844	2014/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** EMPIRE COMMUNITIES (MOUNT PLEASANT) LTD.		
	REMARKS: PR2019999.					
PR2622845	2014/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** DREAM ALTERNATIVES LENDING SERVICES HOLDINGS INC.		
	REMARKS: PR2020000.					
PR2622846	2014/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN MORTGAGE SERVICING CORPORATION		
	REMARKS: PR2495611.					
PR2622850	2014/10/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** R-CHAD INVESTMENT INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
	REMARKS: PR2622780.					
PR2706572	2015/05/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: PR2495610.					
PR2706624	2015/05/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
	REMARKS: PR2495610. 2ND DISCHARGE OF SAME CHARGE					
43R37926	2017/10/31	PLAN REFERENCE				C
PR3477092	2019/05/08	TRANSFER EASEMENT		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				R-CHAD INVESTMENT INC.	R-CHAD PROPERTIES INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
PR3501867	2019/07/03	NOTICE	$2	THE CORPORATION OF THE CITY OF BRAMPTON		C
	REMARKS: SITE PLAN AGREEMENT					
PR3559230	2019/10/24	TRANSFER REL&ABAND		*** COMPLETELY DELETED ***		
				R-CHAD INVESTMENT INC.	R-CHAD PROPERTIES INC.	
	REMARKS: PR3477093.					
PR3559231	2019/10/24	TRANSFER REL&ABAND		*** COMPLETELY DELETED ***		
				R-CHAD PROPERTIES INC.	R-CHAD INVESTMENT INC.	
	REMARKS: PR3477092.					
PR3559233	2019/10/24	TRANSFER EASEMENT	$2	R-CHAD INVESTMENT INC.	R-CHAD PROPERTIES INC.	C
PR3674431	2020/07/10	NOTICE	$2	THE CORPORATION OF THE CITY OF BRAMPTON		C
	REMARKS: PR3501867					
PR3696022	2020/08/31	CHARGE		*** COMPLETELY DELETED ***		
				R-CHAD INVESTMENT INC.	R-CHAD DEVELOPMENT INC. CHAUDHARI, RAMANBHAI CHAUDHARI, SHARDABEN CHAUDHARY, LAV CHAUDHARY, KUSH	
PR3770271	2021/01/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				BUSINESS DEVELOPMENT BANK OF CANADA		
	REMARKS: PR2622780.					
PR3776043	2021/02/02	CHARGE		*** COMPLETELY DELETED ***		
				R-CHAD INVESTMENT INC.	CREEMORE FINANCIAL LTD. CALICOM SOLUTIONS INC. MEYERS, SHELDON ROSENSTOCK, DORIS LIPSKI, BLANCHE 1407659 ONTARIO INC. MILLER, WARREN SMITH-MILLER, SHARON 1961362 ONTARIO INC. KETTNER, MILES ELDEEVEST INC. MILLER, STEWART	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					THE MCRAE FAMILY TRUST SOUDAN MANAGEMENT SERVICES LTD. 2292818 ONTARIO INC. MEYERS, SHELDON MEYERS, FRANCES MALTRIX GROUP INC. KETTNER, PAUL MEDINA, MOISE MEDINA, JUDY GARSHOWITZ, HARTLEY BROWN, ESTHER GOODMAN, ERNEST KEY, KENNETH	
PR3776044	2021/02/02	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** R-CHAD INVESTMENT INC.	CREEMORE FINANCIAL LTD. CALICOM SOLUTIONS INC. MEYERS, SHELDON ROSENSTOCK, DORIS LIPSKI, BLANCHE 1407659 ONTARIO INC. MILLER, WARREN SMITH-MILLER, SHARON 1961362 ONTARIO INC. KETTNER, MILES ELDEEVEST INC. MILLER, STEWART THE MCRAE FAMILY TRUST SOUDAN MANAGEMENT SERVICES LTD. 2292818 ONTARIO INC. MEYERS, SHELDON MEYERS, FRANCES MALTRIX GROUP INC. KETTNER, PAUL MEDINA, MOISE MEDINA, JUDY GARSHOWITZ, HARTLEY BROWN, ESTHER GOODMAN, ERNEST KEY, KENNETH	
REMARKS: PR3776043.						
PR3843898	2021/06/01	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				R-CHAD DEVELOPMENT INC. CHAUDHARI, RAMANBHAI CHAUDHARI, SHARDABEN CHAUDHARY, LAV CHAUDHARY, KUSH		
	REMARKS: PR3696022.					
PR4190438	2023/04/18	CHARGE	$16,050,000	R-CHAD INVESTMENT INC.	CANADIAN WESTERN BANK	C
PR4190458	2023/04/18	NO ASSGN RENT GEN		R-CHAD INVESTMENT INC.	CANADIAN WESTERN BANK	C
	REMARKS: PR4190438					
PR4191860	2023/04/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** CREEMORE FINANCIAL LTD. CALICOM SOLUTIONS INC. MEYERS, SHELDON ROSENSTOCK, DORIS LIPSKI, BLANCHE 1407659 ONTARIO INC. MILLER, WARREN SMITH-MILLER, SHARON 1961362 ONTARIO INC. KETTNER, MILES ELDEEVEST INC. MILLER, STEWART THE MCRAE FAMILY TRUST SOUDAN MANAGEMENT SERVICES LTD. 2292818 ONTARIO INC. MEYERS, SHELDON MEYERS, FRANCES MALTRIX GROUP INC. KETTNER, PAUL MEDINA, MOISE MEDINA, JUDY GARSHOWITZ, HARTLEY BROWN, ESTHER GOODMAN, ERNEST KEY, KENNETH		
	REMARKS: PR3776043.					

SUBDIVISION AGREEMENT
DRAFT PLAN 21T-11012B
(Phase 1, Plan 1)

this 28th day of July, 2014 **MEMORANDUM OF AGREEMENT** made in duplicate

B E T W E E N:

2088013 ONTARIO INC.,
hereinafter called the "Developer"

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 City has given approval to Draft Plan of Subdivision 21T-11012B (the "Draft Approved Plan");

AND WHEREAS the Developer warrants that it is the owner of the Lands;

AND WHEREAS the Developer desires to subdivide and develop the Lands in accordance with proposed final Plan(s) of subdivision described in Schedule B;

AND WHEREAS the City agrees that it will release the Plan for registration subject to the terms and Conditions of this agreement and the Conditions of draft Plan approval.

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

INTERPRETATION

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith:

"*Approved Plans*" means the Required Plans as approved by the City and the Region, and other government agencies including conservation authorities. Where the subject matter or context of a particular section of this agreement requires reference to any one of the Approved Plans, it may be referred to by its individual name, i.e. "approved engineering Plans";

"*Builder*" means any person constructing and selling dwelling units on lots or blocks within the Plan;

"*Conditions*" means the Conditions of draft approval for the Draft Plan of Subdivision imposed by the City or determined by the Ontario Municipal Board in accordance with the requirements of the Planning Act, Ontario on an appeal to it as described in Schedule B.

"*Developer*" includes the successors, assigns, heirs, executors, administrators, or other legal representatives of the Developer to whom the context can apply according to law;

"Easement Memo" means easements which are to be conveyed to the City and Region to service the Lands;

"*Final Approval*" means Final Approval of the Plan for registration given by the City in accordance with the requirements of the Planning Act (Ontario);

"*Highway*" means land dedicated as a public Highway by the Plan and includes a proposed public Highway and proposed road widening shown on the Draft Plan;

"install" shall also mean reinstall, provide, construct, or reconstruct;

"*Lands*" means all of the lands shown on the Draft Approved Plan and the Plans described in Schedule B;

"*Parkland or Parkland Dedication*" means land which is to be conveyed to the City for park or other public recreational purposes;

"*Parkland Compensation*" means the sum of money calculated in accordance with City policy which the City will pay to the Developer as compensation for the conveyance of lands to the City for park or other public recreational purposes in excess of the lands required to be conveyed by the Planning Act (Ontario);

"*Parkland Payment*" means the sum of money calculated in accordance with City policy which the Developer is required to pay to the City in lieu of the conveyance to the City of lands for park or other public recreational purposes;

"*person*" includes a corporation and the successors, assigns, heirs, executors, administrators, or other legal representatives of a person to whom the context can apply according to law;

"*Plan*" shall mean the final Plan or Plans of subdivision prepared in accordance with the requirements of the Planning Act (Ontario), and described in Schedule B which the Developer proposes to register for the purpose of subdividing and developing the Lands.

"*Required Plans*" means all of the plans and specifications for all of the works, matters, and things required to be designed, installed, and done by the Developer by this agreement for the subdivision and development of the Lands, including, without limiting the generality of the foregoing, engineering plans, Street Lighting Plans, landscape and fencing plans (which include the plans for the noise attenuation works). Parkland landscape plans, the Design Brief referred to in the Conditions and in section 32, and the Open Space Guidelines referred to in the Conditions and in section 33. Where the subject matter or context of a particular section of this agreement requires reference to any one of the Required Plans, it may be referred to by its individual name. i.e. "required engineering plans";

"*Security and Payment Statement*" means a statement issued by the City for the Plan which shows one hundred per cent (100%) of the cost of all of the works required by this agreement as estimated by the City and the Region, the total amount of the administration fees required to be paid by section 26, the total amount of the preservicing security required by the preservicing policy of the City and the Region, the total amount of the security required to be deposited by subsection 28.1, the amount of all payments required to be made by the Conditions, by paragraph 8.7.5 and subsection 24.2, and any other provisions of this agreement, excluding Schedule D.

"*Street Lighting*" means Street Lighting and park walkway lighting system which includes all poles, standards, arms, lights, fixtures, wires, ducts and related equipments that are necessary for the safe illumination of the roadway, boulevard, park and walkway, and valley corridor to the City requirements.

"*works*" means all of the services, facilities, landscaping, fencing, and other matters and things required for the subdivision and development of the Lands by the City, the

Region, public utilities, and other government agencies, including conservation authorities, including without limiting the generality of the foregoing:

1. required grading;

2. a storm sewer and drainage system or systems including stormwater management works connected to an outlet designated by the City together with siltation and erosion control works;

3. sanitary sewer drainage works connecting to an outlet designated by the Region; **(urban residential, and industrial plans only)**;

4. private sewage disposal systems (rural estate plans only);

5. a potable water system including any trunks within or outside the Plan designated by the Region as necessary to service the Lands;

6. all City roads shown on or abutting the Plan, including curbs with correctly located curb depressions, boulevard grading, sodding, tree planting, and landscaping;

7. all temporary roads and emergency accesses required by the City or the Region or both;

8. all improvements to abutting Regional roads including curbs with correctly located curb depressions, boulevard grading, sodding, tree planting, and landscaping;

9. driveway paving from curb to street line or from curb to sidewalk where sidewalks are installed; **(urban residential, and industrial plans only)**

10. driveway entrances with culverts and head-walls and driveway paving from curb to street line; **(rural estate plans only)**

11. all noise attenuation works, requirements, and measures, including walls, berms, fencing, landscaping, central air conditioning systems and ducted heating systems sized to accommodate the addition of central air conditioning systems **(urban residential plans only)**;

12. all street name signs and traffic control signals (including opticom facilities), devices and other installations, including signs to be erected at the end of all streets shown on the Plan to be extended, advising that the street will be extended in the future;

13. all sidewalks, bus stop pads, park walkways, bike paths, foot bridges and pedestrian grade separations;

14. all servicing, drainage, and grading with acceptable top soil to within fifty (50) millimetres of the final approved grade of all tableland Parkland;

15. all grading, drainage, top dressing, sodding, and landscaping of all boulevard areas, buffer strips, watercourse areas, and other public open space, excluding tableland Parkland within the Plan;

16. all walls, berms, and fencing, including all fencing specified in the City's fencing policies;

17. all erosion control and tree protection works.

18. all Street Lighting works.

Where the subject matter or context of a particular section of this agreement requires reference to an individual component of the works, it may be referred to by its individual name (i.e. "drainage works).

2. **Application and Approvals**

2.1 In this agreement, unless the contrary intention appears, a word interpreted in the singular number has a corresponding meaning when used in the plural.

2.2 Schedules A, B, C, D, E, F, G-1, G-2, G-3, G-4, H, H-1, I, J, K and L, attached hereto shall form part of this agreement and shall have the same force and effect as if the information on them were contained in the body of this agreement.

2.3 Where, under the terms of this agreement, approvals and decisions are to be given or made, they shall be given or made by the City or Region official having authority over the particular matter or land for which the approval or decision is required. Approval of a required Plan shall be given by the City and the Region by a dated certificate of approval signed by the authorized official on each page of the required Plan.

2.4 Approvals and decisions shall not be unreasonably or arbitrarily withheld by the City or the Region, and they shall be given or made according to reasonable standards and principles.

2.5 The Conditions and all of the Approved Plans identified by the signature and seal of the Developer's Consultant and the certificate of approval signed by the authorized officials of the City and the Region, are incorporated into and form part of this agreement and shall have the same force and effect as if the information shown on them were contained in the body of this agreement. The Approved Plans are filed in the office of the City and Region official authorized to approve them.

2.6 Except as otherwise provided in this agreement (i.e. urban residential plans only), all of the provisions of this agreement shall apply to the Plan;

2.7 The Plan is an urban residential Plan.

ENGINEERING, BUILDING, LANDSCAPING, AND NOISE REQUIREMENTS

3. **Consultants**

Wherever, under the terms of this agreement, the Developer is required to design and install any works, the Developer shall employ competent engineers registered with the Professional Engineers of Ontario and members of the Consulting Engineers of Ontario (the "Developer's Engineer"), landscape architects registered with the Ontario Association of Landscape Architects (the "Developer's Landscape Architect"), and acoustical consultants (the "Developer's Acoustical Consultant") (collectively called the "Developer's Consultant) to:

3.1 prepare all reports required by the City or the Region for the works, design the works, and prepare, sign, and seal all Required Plans and drawings which shall include a certificate from the Developer's Landscape Architect to the effect that the landscape and fencing plans and Parkland landscape plans are in conformity to the approved grading and drainage plans;

3.2 provide the services required by subsection 8.7 and section 12.

3.3 prepare all necessary tender documents and contracts;

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

3.5 provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the City and the Region, and to provide to the Region ties to all main waterline valves and individual service boxes. The City may, where reasonably necessary, require the Developer to provide a resident engineer

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

3.6 obtain all records of construction of the works, deposit with the City one complete set of "as constructed" plans of all the works, including lot grading as described in subsection 3.9, in 3 Dimensional GEO reference digital microstation (DGN) format version 8i or higher as required by the current subdivision design standards and submit to the Region "as constructed" drawings as set out in the latest Region "Development Procedures Manual" within ninety (90) days of preliminary approval **and a Digitally scanned complete set of "as constructed" plans in a 600dpi black and white PDF and TIF file with the file names to be identical to the Drawing Number. Also one complete set of "as constructed" plans for all works including lot grading signed on mylar**;

3.7 furnish the City, at no cost to the City, with a certificate for each lot or block (including lots or blocks owned by the City), for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage plan for the Plan approved by the City;

3.8 prepare and provide the City for each lot or block (including lots and blocks owned by the City) with a certificate of final grade elevation indicating that the lot or block has been developed in conformity with the overall drainage plan for the Plan approved by the City;

3.9 prepare and provide the City with "as constructed" grading plans showing the direction of drainage as built, drainage swales, design elevations and any additional structures such as retaining walls, berms, etc., if and where constructed;

3.10 act as the Developer's representative in all matters pertaining to construction for all the works specified in this agreement;

3.11 provide to the City or the Region or both as and when required by them, copies of any or all contracts or subcontracts or both entered into by or on behalf of the Developer for the construction of any or all of the works, together with any or all of the following contract documentation:

3.11.1 certificates of progress payments,

3.11.2 certificates of the substantial performance given pursuant to the provisions of the *Construction Lien Act*,

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

3.11.4 prepare and provide the City with "as-constructed" Street Lighting Plans depicting the locations of ducts, wires, power connection points to Hydro One Brampton Networks Inc.'s system, poles and pedestals. "As-constructed" drawings shall be submitted to the City in both paper format and 3 Dimensional GEO reference digital Microstation (DGN) format, version 8i or higher; **and a Digitally scanned complete set of "as constructed" plans in a 600dpi black and white PDF and TIF file with the file names to be identical to the Drawing Number;** and

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

4. Supplementary Subdivision Agreements

4.1 The agreement applies to and governs the subdivision and development of the Lands. Prior to Final Approval, the Developer shall enter into any supplementary subdivision agreements required by the City or the Region for the subdivision and development of the Lands. The Region is not required to be a party to a supplementary subdivision agreement, unless the agreement deals with works or lands or both which the Region has authority and jurisdiction over.

Phasing

4.2 The Lands shall be subdivided and developed only in accordance with the phasing requirements of Schedule C. All of the provisions of this agreement shall apply to each phase described in Schedule C.

Cost Share Agreement

4.3 The Developer shall, if required by the Conditions, sign the cost share agreement referred to in the Conditions prior to Final Approval. The Developer shall also, prior to Final Approval, provide the City with a written acknowledgement from the trustee appointed pursuant to the cost share agreement, advising the City that the Developer has signed and complied with the requirements of the cost share agreement and has delivered the deeds or made the payments required by the cost share agreement, and that the Plan may be released for registration.

5. **Required Plans**

5.1 All of the works shall be shown on one or more of the Required Plans in accordance with the requirements of the City and the Region.

5.2 Each page of every Required Plan shall be signed and sealed by the Developer's Consultant who prepared them and shall show the Developer's name, the Developer's Consultant's name, the draft plan number, the phase number, the title, number, and date of the Plan, and the date and nature of all revisions.

5.3 Despite anything contained in this agreement, the Plan shall not be given Final Approval until all the Required Plans are fully approved by the City and the Region. The approval of the Required Plans by the City and the Region shall not absolve the Developer of the responsibility for errors in and omissions from these Plans as submitted by the Developer.

6. **Installation of the Works**

6.1 The Developer shall, at its own expense unless otherwise provided by this agreement and within the time limits specified by this agreement, design, do, install, pay, and complete in a good and worker like manner to the satisfaction of the City, the Region, and all other government agencies, including conservation authorities that are specifically referred to in the Conditions, all of the works, matters, and things in accordance with and as shown on the Approved Plans, including the Developer's Parkland Works described in subsection 11.1 and all other works, and all other works, matters, and things required by this agreement.

6.2 The Developer shall, prior to Final Approval of the Plan, deposit the security and make all of the payments required by the Security and Payment Statement.

6.3 The City or Region or both may in their sole discretion, exercise in writing at any time and from time to time prior to final acceptance of the works, require the Developer to pay to the City or to the Region, or to both, an amount equal to the cost of installing any of the works shown on the Approved Plans as estimated by the City or the Region or both in lieu of the Developer installing these works. These payments are non-refundable and shall be made within fifteen (15) days of the date of the request for payment.

Copies

6.4 Upon registration of the Plan, the Developer shall supply the City with a duplicate original of the registered Plan and a minimum of twenty (20) copies of the registered Plan.

6.5 Despite anything contained in this agreement, including the approval of the Required Plans, if the City or the Region or both:

6.5.1 change any of the design standards or specifications or both for any of the works which the Developer is required to install before the particular works are installed, the Developer shall, at its own expense, if required in writing by the City or the Region or both, redesign and install the particular works in accordance with the new design standards or specifications or both;

6.5.2 decide that a particular work or works are not functioning satisfactorily, the Developer shall, at its own expense, if required in writing by the City or the Region or both, redesign and reinstall the particular work or works which do not function satisfactorily, or design and install such additional works as may be necessary to insure that the works required by this agreement function satisfactorily.

6.6 In the event:

6.6.1 any of the Required Plans are not approved prior to the execution of this agreement; or

6.6.2 any approved Plan is subsequently amended,

such Plans, when approved or approved as amended, shall be deemed to be Approved Plans within the meaning of this agreement and all the provisions of this agreement shall apply to them.

6.7 The Developer shall, at the request in writing by the City or the Region or both, pay the administration fees and deposit the security in accordance with sections 26 and 28 respectively of this agreement for the redesigned works or additional works referred to in subsection 6.5 or the works or additional works shown on the Plans referred to in paragraphs 6.6.1 and 6.6.2.

7. deleted

ENGINEERING REQUIREMENTS

8. **Public Utilities**

8.1

8.1.1 The Developer shall, prior to Final Approval, make satisfactory arrangements with the City, the Region, and any other public or private utility company for the relocation of any utilities necessitated by the development of the Lands in accordance with the Plan, including granting to the City, the Region, and the utility company at the Developer's expense, any easements necessary to complete this relocation. The relocation of utilities shall be works within the meaning of this agreement and shall be shown on the required engineering plans.

8.1.2 The Developer and every Builder shall protect all public utilities from damage during the construction and maintenance of the works required by this agreement or while doing any work on any lot or block within the Plan, including the erection of any buildings thereon. The protection works shall consist of fencing or other barricades or methods satisfactory to the owner of the public utility.

8.1.3 In the event the Developer or any Builder damages any public utility, the Developer and the Builder shall make satisfactory arrangements with the owner of the public utility for the repair of the damage at the expense of the Developer and the Builder.

Telecommunication Facilities

8.2 The Developer shall:

8.2.1 permit any Telecommunications Providers that are a Canadian carrier, as defined in subsection 2(1) of the *Telecommunications Act* or a distribution undertaking as defined in subsection 2(1) of the *Broadcasting Act* that has entered into a Municipal Access Agreement with the City ("Telecommunications Providers") to locate their plant in a common trench in any Highway at any time prior to or after Final Approval; and

8.2.2 within ten (10) business days of the delivery by the City to the Developer of a list of Telecommunications Providers, the Developer shall notify the Telecommunications Providers in writing to request that the Telecommunications Providers contact the Developer directly if they intend to locate their plant in any Highway; and

8.2.3 prior to commencing any work within the Plan, the Developer shall make satisfactory arrangements (financial and otherwise) with the City, the Telecommunications Providers who have expressed an interest to locate a plant within a Highway ("Interested Telecommunications Providers") and other public utilities for the installation of their facilities in a common trench within the Highway and the Developer shall provide evidence of same satisfactory to the City; and

8.2.4 install, at its own expense, ducts at all road crossings for the use of Interested Telecommunications Providers. The exact location and detail specifications for these ducts shall be shown on the required engineering plans; and

8.2.5 until the installation of all of the telecommunication facilities for the Plan is completed, the Developer shall not undertake any works that will limit the ability of any Interested Telecommunications Providers to install its plant in a common trench in the Highway. The Developer acknowledges and agrees that the City may refuse to accept or assume any or all Highways within the Plan until the provisions of subsection 8.2 have been complied with; and

8.2.6 The Developer acknowledges that, despite the activities of Telecommunications Providers installing their telecommunication facilities on public Highways and other lands within the Plan, the Developer shall continue to have full responsibility for the maintenance of the works as required by section 17 of this agreement.

8.3

Temporary Roads & Emergency Accesses

8.3.1 All temporary roads and emergency accesses required by the Conditions or otherwise by the City or the Region or both, shall be shown on the required engineering plans and shall be installed before any building permits are issued for the Plan. These temporary roads and emergency accesses shall remain in place until the City, or the Region, or both advise the Developer in writing to remove them. The Developer shall then, at its own expense, remove them and reinstate the Lands to the satisfaction of the City or the Region or both.

Street Name and Traffic Signs

8.3.2 The Developer shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the Plan which includes all intersections with external or streets adjoining the Plan in locations approved by the City or Region or both. These signs shall conform to the specifications of the City or Region or both.

8.3.3 The Developer shall pay to the City or to the Region the cost of all traffic devices, shown on the Approved Plans which have been installed by the City or the Region on all roads within or abutting the Plan within thirty (30) days from the date of invoice by the City or the Region.

ROADS

8.3.4 Each phase or part of the road structure (i.e. sub-base, granular courses, base asphalt, etc.) shall be individually inspected and certified by the Consultant before the following part of the road structure is constructed in accordance with the City's Subdivision Design Standards.

Inspection

8.3.5 All manholes and catchbasins or other appurtenances in the paved area of the road shall be temporarily set to base course elevations.

8.3.6 The top course asphalt shall not be placed until the later of: (1) at least two winters after the base course has been placed, (2) until ninety (90%) percent build-out of the Lands, and (3) such time as may be deemed appropriate by the City's Director of Engineering and Development Services, acting reasonably.

Top Course Asphalt

8.4

Lot & Block Grading & Drainage

8.4.1 The Developer shall grade and drain the Lands in accordance with the approved grading and drainage plan and shall, at all times prior to final acceptance of the works by the City in accordance with this agreement, be responsible for the drainage of all lots and blocks within the Plan. The Developer shall, on the sale of any lot or block, reserve such rights as may be necessary to enable the Developer or the City or its agents to enter on the lot or block at all times prior to final acceptance of the works by the City in accordance with this agreement to undertake drainage rectification work and modifications to the surface drainage features of the said lot or block in accordance with the approved grading and drainage plan. Should drainage rectification work become necessary in the opinion of the City at any time prior to the final acceptance of the works in accordance with this agreement, the Developer shall carry out this drainage rectification work at its own expense when so instructed by the City.

8.4.2 The Developer agrees that neither it nor its successors and assigns will alter the grading or change the elevation or contour of the Lands or remove, interfere with or obstruct any rear yard catchbasin and associated works located on a lot or block, except in accordance with drainage plans approved by the City.

8.4.3 The Developer and every Builder shall include in all agreements of purchase and sale for lots, blocks, or dwelling units within the Plan, a covenant by the purchaser in which the purchaser agrees not to alter the grading or change the elevation or contour of the Lands or remove, interfere with or obstruct any rear yard catchbasin and associated works located on a lot or block, except in accordance with drainage plans approved by the City.

8.4.4 The Developer agrees that where the zoning permits 1.8 metres of separation between units, rear to front drainage will be permitted only if the sideyards are 0 and 1.8 metres, respectively. Failing this, rear to front drainage can be accommodated only if the separation between units is increased to 2.4 metres.

8.4.5 The Developer agrees that all lots for detached and semi-detached dwellings having conventional rear yard setbacks with reverse frontage on arterial roads, shall be graded such that:

(i) there is a minimum depth of 7.5 metres across the entire width of the dwelling in rear yards where the slope is 2%;
(ii) the area graded at 2% comprises at least 2/3 of the total rear yard depth; and
(iii) that the remaining portion of rear yard be graded at no steeper than 3:1 and conform with the grading criteria as specified by the City's Engineering and Development Services Department.

Boulevards & Vacant Lots and Blocks

8.5 The Developer shall, at all times prior to final acceptance of the works, keep all the boulevards within the Plan free and clear of all materials and obstructions.

8.6 The Developer shall:

8.6.1 erect and maintain signs on all vacant lots and blocks within the Plan, with wording satisfactory to the City prohibiting trespassing and dumping. These signs shall be erected within one (1) year of the issuance of any building permit for any lot or block on the Plan.

8.6.2 install and maintain fencing on vacant lots or blocks in locations and to standards required in writing by the City for the purpose of preventing trespassing and dumping on these lots or blocks; and

8.6.3 carry out continuous maintenance to the satisfaction of the City on all vacant lots or blocks within the Plan. Such maintenance will include weed control, biannual spraying, grass and weed cutting to maintain a height not exceeding fifteen (15) centimetres, cleanliness of the lot or block by removal of debris and maintenance of approved drainage through grading when required by the City.

Stormwater Management Works

8.7

8.7.1 The Developer's Engineer shall:

(a) prior to Final Approval, prepare for approval by the City, a storm-water management implementation and maintenance report (the "Implementation Report") for the stormwater management works to be installed on the Plan. This report, among other things, shall be in conformity with the subwatershed study where applicable and shall make recommendations with respect to inspection, monitoring, and maintenance procedures of and for the stormwater management works;

(b) design and prepare all other Required Plans for the stormwater management works in accordance with the requirements of the Implementation Report;

(c) carry out regular inspection, monitoring, and performance assessment of the stormwater management works in accordance with the recommendations in the approved Implementation Report for a period of three (3) years after preliminary acceptance of the stormwater management works or until final acceptance of the stormwater management works, whichever is greater;

(d) twice a year prior to assumption of the subdivision or a minimum of three (3) years from the date of preliminary acceptance of the stormwater management works, prepare an inspection and monitoring report (the "Monitoring Reports") which assesses the stormwater management works performance for approval by the City;

(e) prior to final acceptance of the works, prepare a final update of the Implementation Report (the "Final Report") for approval by the City. The Final Report shall summarize all design changes, update the stormwater management analysis to reflect the existing Conditions of the completed Plan, and recommend any remedial works to ensure compliance with the overall criteria of the Implementation Report; and

(f) provide a certificate certifying that all the stormwater management works have been completed in accordance with the Approved Plans and the recommendations of the Implementation Report and Final Report.

8.7.2 The Implementation Report, Monitoring Reports, and Final Report, when approved by the City, shall be deemed to form part of the Approved Plans for the stormwater management works, and all of the provisions of this agreement shall apply to them.

8.7.3 The Developer shall, at its own expense and to the satisfaction of the City:

(a) carry out regular cleaning and correct and remedy any deficiencies in the stormwater management works in accordance with the requirements of the approved Implementation Report and Monitoring Reports; and

(b) prior to final acceptance of the stormwater management works, remove all sediment in the stormwater management works and dispose of the sediment off the Lands in a location approved by the Ministry of the Environment and Energy, and correct and remedy any deficiencies in the stormwater management works in accordance with the requirements of the approved Final Report.

8.7.4 All corrective or remedial work shall be deemed to be works within the meaning of this agreement, and as a condition of final acceptance of the works, the City may retain part of the security referred to in ***section*** 28 as a performance guarantee for the corrective and remedial work, ***in accordance with the terms set out in section 28.***

8.7.5 The Developer shall, prior to Final Approval, pay to the City a maintenance fee for the long term maintenance of the stormwater management works after final acceptance of these works. The amount of this fee shall be shown on the Security and Payment Statement.

8.8. The Developer agrees:

Driveway Locations

8.8.1 that where double car garages are provided on lots having a frontage of less than eleven (11) metres, a minimum separation of six (6) metres shall be provided between driveways where garages are not adjacent to one another;

8.8.2 that driveways to be installed on the Plan shall not intersect with each other on private lands; and

8.8.3 that all driveway locations on the Plan shall be approved by the City prior to Final Approval.

9. **Electrical Distribution System, Street Lighting, and Park Walkway Lighting**

9.1 The Developer shall, prior to Final Approval:

9.1.1 enter into agreements with Hydro One Brampton Networks Inc. for the provision of an underground electrical distribution system to service the Lands and such other matters as Hydro One Brampton Networks Inc. requires;

9.1.2 make arrangements satisfactory to the City and Hydro One Brampton Networks Inc. for the provision of major electrical distribution facilities, such as switchgear installations;

9.1.3 retain a professional electrical consulting engineer to prepare and submit to the City a design of the Street Lighting system (the "Street Lighting System" and the parks walkway lighting system in accordance with the latest City standards and specifications; and

9.1.4 ensure that the Street Lighting System on all local and collector roadways for the Plan shall be designed and constructed with the Communication Street Light Poles, complemented with the luminaire, arm fixture and decorative scroll. The Street Lighting System on all arterial roadways will continue to use the conventional concrete poles unless specified otherwise by the City.

9.2 The Developer and every Builder shall install in all dwelling units, all prewiring required by the Region, Hydro One Brampton Networks Inc., Hydro One Brampton Services Inc., and Consumers Gas for automatic meter reading facilities.

LANDSCAPING AND FENCING

Top Soil and Sodding

10.1 The Developer shall not remove any trees or topsoil from any lands within the Plan or start any grading of the Land, prior to registration of the Plan without a topsoil removal permit issued pursuant to City By-law 30-92 and the approval of the City.

10.2 In the event that there is a surplus of topsoil, it shall be offered to the City at no cost. Such offer shall be made in writing to the City between May 15 and October 1 in any year. In the event the offer is accepted by the City, the Developer shall, within sixty (60) days of the acceptance of the offer, deliver the topsoil to a location directed by the City and fine grade it to the satisfaction of the City.

In the event the City does not accept the offer, the Developer shall be free to dispose of the topsoil in its sole discretion.

10.3 The Developer shall, except where existing trees are to be retained, remove and stockpile all top soil and shall rough grade all road allowances and walkways shown on the Plan to their full width prior to the installation or construction of watermains, sanitary sewers, curbs, gutters, sidewalks or utilities.

10.4 The Developer shall apply, where possible, a minimum of twenty (20) cm of good quality top soil overall on each residential lot and block and shall fully sod each residential lot and block with acceptable nursery sod in conformity with the overall grading and drainage plan. The Developer may install clear crushed stone in shaded areas between houses where sod is unlikely to grow (**urban residential plans only**).

10.5 The Developer shall provide grass on the area of each residential lot and block from the front of the house to the street line except for portions of that area which are taken up with driveways and trees. (**rural estate plans only**).

10.6 The Developer shall apply, where possible, a minimum of fifteen (15) centimetres of good quality top soil overall on all boulevards, buffer blocks, and park blocks. The Developer shall fully sod (including rolling the sod) all boulevards and buffers blocks with acceptable nursery sod in conformity with the overall grading and drainage plan, landscape and fencing plan, and Parkland landscape plan. Prior to laying the sod, the Developer shall conduct a topsoil test and have it approved by the City.

10.7 All topsoil to be used on park sites, sports fields, planting beds, trees, boulevards, and lots must be in accordance with General Requirements Section 01600 Materials Equipment and Testing as per Canadian National Master Construction specifications or latest amendment thereto. All topsoil will be subject to testing by the Developer and approval by the City's Planning and Infrastructure Services and all costs associated with this testing shall be borne by the Developer. The City will have the right to refuse any topsoil and any costs associated with removal and replacement shall be the responsibility of the Developer. The Developer may obtain a copy of the current specifications as produced by the City's Planning and Infrastructure Services and shall ensure that all topsoil used conforms to these specifications.

Tree Planting and Tree Removal

10.8 All trees, landscaping, walls, berms, and fencing required to be installed by the Conditions and by the City's tree planting, landscaping, and fencing policies and their exact location, species, size, quantity, and detailed specifications shall be shown on the Required Plans.

Decorative Wooden Fencing

10.9 If required by the Conditions, the Developer shall erect decorative wooden screen fencing, in locations and of designs satisfactory to the City's Chief Planning and Infrastructure Services Officer, 1.8 metres high along:

(i) the rear and exterior side boundary of all lots which flank onto any 23 and 26 metre roads;
(ii) all residential property boundaries which are adjacent to Canada Post Community Mail Boxes; and
(iii) the rear property boundaries of all reverse frontage lots where noise abatement fencing is not required.

Tree Preserv-ation Plans

10.10 Prior to the submission of any grading and servicing plans or any grading on the Lands and prior to registration of the Plan, the Developer shall submit, to the satisfaction of the City's Community Design, Parks and Facility Planning Division, a vegetation inventory and assessment for the preservation of as many trees as possible identified by the City, as desirable for preservation. In this regard, the Developer shall be required to identify on the grading and drainage plans, and landscaping plans, the trees to be retained and the methodology proposed for their retention. This methodology shall include individual tree preservation plans, illustrating proposed building sites and working envelopes, existing and proposed grades and the trees to be protected or removed and shall be supported by a hydrologists report which recommends appropriate subdivision and grading techniques for the maintenance of existing surface runoff or ground water conditions necessary for the long term preservation of the trees identified for retention. All preservation and tree protection measures are to be installed and inspected by the City prior to the commencement of any site clearing for the subdivision.

10.11 No existing trees, other than those approved for removal in accordance with the Approved Plans, shall be removed without the approval in writing of the City.

11. Parkland Require-ments

11.1 The required Parkland landscape plans shall show all of the works which, in the City's opinion, are necessary for the development and landscaping of the Parkland, open space, and valleyland, and the landscaping of the stormwater management works all as shown on the Plan. A schedule on this Plan shall show the works which shall be installed by the Developer at the Developer's expense as required by subsection 6.1 (the "Developer's Parkland Works") and the works which the City may request the Developer to install at the City's cost in accordance with subsection 11.2 (the "City's Parkland Works").

11.2 The Developer shall, if requested in writing by the City at any time and from time to time prior to final acceptance of the works, install at the City's cost the whole or any part of the City's Parkland Works shown on the approved Parkland landscape plans. In the event the City makes a request or requests pursuant to this subsection, the following requirements shall apply to this work.

11.2.1. The works which the City requests the Developer to install shall be deemed to be works within the meaning of this agreement and all of the provisions of this agreement shall apply to these works.

11.2.2 The Developer shall, if requested by the City, provide performance and maintenance guarantees in forms and amounts satisfactory to the City.

11.2.3 The City shall pay to the Developer the costs of these works in an amount agreed to in writing by the City and the Developer in accordance with a written payment schedule satisfactory to the City.

11.2.4. The Developer shall complete the work in accordance with a written completion schedule satisfactory to the City.

11.3 The Developer shall convey to the City free of all encumbrances, the Parkland dedication described in subsection 1.1 of Schedule D. The total acreage of these lands is final and not subject to adjustment and reconveyance in part to the Developer after Final Approval.

11.4 The lands described in Schedule F shall not be considered for the purpose of determining the Parkland dedication for the Plan described in subsection 1.2 of Schedule D. The Parkland dedication described in subsection 1.2 of Schedule D shall not be subject to recalculation or adjustment after Final Approval.

11.5 The Developer shall, prior to approval, pay the Parkland payment required by Schedule D. This payment is non-refundable and not subject to recalculation or adjustment after Final Approval.

11.6 The Developer and the City shall comply with the Parkland Compensation requirements of Schedule D and the Special Parkland Requirements set out in Schedule D.

12. **Noise Attenuation Requirements**

12.1 The Developer's Acoustical Consultant, if required by the Conditions, shall:

12.1.1 prior to Final Approval, and prior to anyone offering lots, blocks, or dwelling units on the Plan for sale to the public prepare an acoustical report for the Plan for approval by the City and when applicable, by the Region.

12.1.2 prior to Final Approval prepare a Noise Attenuation Statement for the Plan for approval by the City and when applicable, by the Region, describing the lots, blocks, dwelling units on and in which the noise attenuation works are to be installed, the particular nature of these works, the restrictive covenants required for the noise attenuation works, the lots and blocks on which these covenants are to be registered, and the noise warning clauses required for the Plan (the Noise Attenuation Statement); and

12.1.3 prior to the issuance of any building permits for dwelling units to be constructed on the Plan, provide a certificate to the City certifying that the Builder's Plans for each dwelling unit to be constructed on the Plan show all of the noise attenuation works required by the approved acoustical report and the Approved Plans;

12.2 The Developer's Landscape Architect and Acoustical Consultant shall:

12.2.1 prior to Final Approval, design and prepare all Required Plans for all of the noise attenuation works required by the approved acoustical report for the Plan; and

12.2.2 prior to final acceptance of the works, provide a certificate to the City certifying that all of the noise attenuation works required by the approved acoustical report and the Approved Plans have been installed in accordance with the approved acoustical report and the Approved Plans.

12.3 The approved acoustical report shall form part of the Approved Plans for the noise attenuation works and all of the provisions of this agreement shall apply to it.

12.4 The Developer shall sign the Noise Attenuation Statement and install all of the noise attenuation works required by the approved acoustical report and the Approved Plans.

12.5 The Developer and all Builders and other persons selling lots, blocks, or dwelling units within the Plan, shall attach a copy of the approved Noise Attenuation Statement to all agreements of purchase and sale for the lots or blocks referred to in this statement (the "affected lands") or where agreements of purchase and sale have been entered into for any of the affected lands prior to the execution of this agreement, deliver a copy of the approved Noise Attenuation Statement to all such purchasers of the affected lands prior to the completion of their agreements of purchase and sale. A copy of the approved Noise Attenuation Statement is attached as Schedule E to this agreement. If this agreement is signed before the Noise Attenuation Statement is approved, this statement shall be approved before Final Approval and attached to and form part of this agreement, or will be attached as a schedule to any supplementary subdivision agreement required for the Plan.

12.6 The Developer and all Builders and other persons selling lots or blocks within the Plan on which acoustical barriers have been installed shall register on the title of all such lots or blocks restrictive covenants satisfactory to the City requiring that all owners of these lots or blocks:

12.6.1 will not alter or remove the original material or colour of the acoustical barrier or alter the original grades within 2.0 metres of the barrier unless authorized in writing from the City or as required pursuant to paragraph 12.6.2, and

12.6.2 will maintain, repair, and if necessary replace the acoustical barrier as originally installed. Any maintenance, repair, or replacement shall be done with same materials to same standards and have the same colour and appearance of the original acoustical barrier.

13. **Commencement of Construction**

13.1 The Developer shall not commence any work within the Plan, including filling, grading, or removal of trees and top soil, installing any of the works required by this agreement, or constructing any buildings or structures until:

13.1.1 if required by the Conditions, a woodlot retention and management plan, including detailed information concerning among other things drainage, tree damage, tree protection and restoration, has been approved by the City for the woodlot blocks shown on the Plan and if required by the Conditions, a vegetation inventory assessment, works location, and restoration plan has been approved by the City for the Plan;

13.1.2 all existing trees on the Plan, other than those in the woodlot block shown on the Plan, have been surveyed, identified, and designated for removal or protection, a tree preservation and protection plan has been approved by the City and all the approved tree protection works, including those for the woodlot block shown on the Plan, have been installed;

13.1.3 a preliminary storm drainage plan and siltation and erosion control plan have been approved by the City and the Region and all other governmental agencies (including conservation authorities) whose approvals are required, all certifications and permits required by law have been obtained, and the approved siltation and erosion control works, all temporary and permanent fencing and other suitable approved barriers and all other works required by the City, the Region, and other governmental agencies (including conservation authorities) have been installed;

Hazardous Materials

13.1.4 the Developer shall, prior to Final Approval, remove from the Lands to the satisfaction of the City, the Region and the Ministry of the Environment and Energy, any material determined to be hazardous by

the soils investigation referred to in paragraph 13.1.8; and shall provide a decommissioning report to the City's Chief Building Official;

13.1.5 the Developer, if required by the Conditions, has carried out an archaeological resource assessment of the Lands and has mitigated, through avoidance or documentation, adverse impacts to any significant archaeological resources found. No demolition, grading, filling, or any form of soil disturbances shall take place on the Lands prior to the issuance of a letter from the Ministry of Culture and Communications, to the City, advising that all archaeological resource concerns have met licensing and resource conservation requirements;

13.1.6 the Developer has given at least forty-eight (48) hours notice to the appropriate conservation authority that it intends to commence grading or the initiation of any works on the Lands; and

13.1.7 all existing water wells and private sewage disposal systems on the Lands have been identified to the City and decommissioned in accordance with all applicable laws and regulations to the satisfaction of the City's Chief Building Official; and

13.1.8 a detailed soils investigation of the Lands prepared by a qualified geotechnical engineer has been approved by the City; and

13.1.9 the Developer has entered into an agreement with the City, the Region, and the Ministry of the Environment and Energy for the removal of any material determined to be hazardous by the soils investigation referred to in paragraph 13.1.8;

13.1.10 the Developer has submitted to the Region a base line well monitoring report for the private wells (subject to the well owner's permission) in the zone of influence of the Plan;

13.1.11 the Developer has obtained a top soil removal permit required by the City By-law No. 30-92;

13.1.12 the Developer has complied with the requirements of paragraph 8.2.3;

13.1.13 The Peel District School Board or the Dufferin-Peel Catholic District School Board or both have approved site plans for the school sites shown on the Plan, the grading of these school sites, the location of service connections to these school sites, and the location of all municipal services and other utility easements proposed to be established on these school sites. Where these school sites abut existing or proposed Parkland, the City approval is also required for the location of all outdoor joint use recreational facilities;

13.1.14 the Required Plans have been approved by the City and the Region and all other governmental agencies (including conservation authorities) whose approval is required and all certificates and permits required by law have been obtained;

13.1.15 the Plan has been registered or the Developer has entered into a preservicing agreement with the City and the Region in a form satisfactory to the City and the Region and has deposited the security required by the preservicing policy of the City and the Region;

13.1.16 the City has authorized the Developer in writing to commence the work;

13.1.17 a detailed engineering and drainage report (the "Report") which describes the stormwater drainage system for the proposed development on the Lands. The Report should include:

- plans illustrating how this drainage system will comply with the approved Servicing Plan for the secondary Plan area
- plans illustrating how the drainage system will tie into the drainage of surrounding properties;

- the stormwater management techniques which may be required to control minor or major flows;
- how external flows will be accommodated and the design capacity of the receiving system;
- location and description of all outlets and other facilities which may require a permits pursuant to Ontario Regulation 158, the Authority's Fill, Construction and Alteration to Waterways Regulation;
- proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction; and
- appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to fish and their habitat;

13.1.18 to contact the City's Engineering and Development Services Division and the applicable Conservation Authority (the "Conservation Authority") prior to preparing the Report to clarify the specific requirements of this development:

- overall grading plans for the Land which must indicate how grade differentials will be accommodated without the use of retaining walls on Lots and Blocks that are adjacent to valley features; and

13.1.19 to obtain all necessary permits from the applicable Conservation Authority necessary for the construction of the works set out in the Report;

13.1.20 plans for the treatment of the small watercourses affecting the lands are submitted to the City for approval;

13.1.21 a detailed soils investigation of the Lands prepared by a qualified Geotechnical Engineer has been submitted for the approval of the City's Engineering and Development Services Division. A copy of this detailed soils investigation shall also be submitted to the City's Chief Building Official;

13.1.22 the following has been submitted to the City's Chief Building Official:

(a) a Phase I Environmental Site Assessment;
(b) a Phase 2 Environmental Site Assessment if required as a result of the Phase 1 Environmental Site Assessment;
(c) a decommissioning report if contaminated material has been identified and is removed or, alternatively, a copy of the risk assessment together with a copy of the written acknowledgement of its acceptance by the Ministry of the Environment; and
(d) a copy of a Record of Site Condition and confirmation of the filing of the Record of Site Condition in the Environmental Site Registry; and

13.1.23 a report identifying all existing water wells and private sewage disposal systems on the Lands has been submitted and verification provided to the satisfaction of the City's Chief Building Official that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.

13.2 Despite subsection 13.1, the Developer may, with authorization in writing by the City, commence filling, grading, or removal of trees and top soil from the tableland areas of the Plan, provided the Developer has:

13.2.1 complied with all of the requirements of paragraphs 13.1.1 to 13.1.12 inclusive; and

13.2.2 has deposited with the City a letter of credit from a Schedule I Canadian Chartered Bank in an amount satisfactory to the City, as the security to ensure that the works required by paragraphs 13.1.2 and 13.1.3 are installed and maintained. This security shall be administered in accordance with section 28 of this agreement.

Construction Traffic

13.3 The Developer agrees that all construction traffic shall enter and leave the Lands using only the streets and other access points designated by the City for this use. The Developer shall, when required by the City, install barricades at the end of other streets providing access to the Lands to prevent these streets from being used for construction traffic. The Developer shall maintain these barricades in place until the City's Chief Planning and Infrastructure Services Officer instructs the Developer to remove them.

14. **Building Permits**

The Developer agrees that neither it nor any Builder nor any other person will apply for or be entitled to receive any building permits or will appeal pursuant to section 25 of the Building Code Act, 1992 any decisions of the City's Chief Building Official refusing to issue building permits until the Developer, the Builder, or any other person has complied with Schedule C and the general and special requirements for the issuing of building permits set out in Schedule G-2.

15. **Occupancy**

15.1 The Developer agrees that neither it nor any Builder nor any other person shall permit the occupancy of any building or part thereof erected on the Lands:

15.1.1 until the "basic services", which include sanitary sewers or a private sewage disposal system, whichever is applicable, storm sewers, storm drainage works, watermains, Highways to the level of base course asphalt, curbs and gutters, permanent street name and traffic signs, the electrical distribution system, and the Street Lighting system have been installed, energized and approved by the City;

15.1.2 until the works described in paragraph 16.3 have been completed; **(urban residential and rural estate plans only)**

15.1.3 except in accordance with the provisions of the *Building Code Act (Ontario)*, as amended, and all regulations made pursuant thereto.

15.2 The Developer agrees that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance of the Highways by the City, it shall at all times maintain the Highways in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

16. **Completion of Works**

16.1 It is the intention of this agreement that all works be installed expeditiously and continuously. All underground works shall be completed within one (1) year of the registration of the Plan. Unless otherwise required by this agreement, all the aboveground works shall be completed within three (3) years of the date of registration of the Plan unless such time is extended by the City. If, in the opinion of the City the installation of some of the works should be delayed, the City, by written notice, may direct that such work be delayed until the date specified in the notice.

16.2 The Developer shall complete:

16.2.1 the installation of fencing shown on the Approved Plans adjacent to valleylands and adjacent to parks which contain vegetation designated on the Approved Plans for preservation prior to the commencement of site grading and grading operations; and

16.2.2 the installation of fencing of all public walkways shown on the Plan prior to any building permits being issued for any dwelling units to be constructed on lots abutting these walkways.

16.3 The Developer shall complete the following works prior to the occupancy of any dwelling units constructed on lots on which any of these works are to

be installed or constructed on lots abutting other lands on which any of these works are to be installed:

16.3.1 all walls, berms, and fencing shown on the Approved Plans, except the fencing referred to in subsection 16.2;

16.3.2 all noise attenuation works, requirements, and measures shown on the Approved Plans. **(urban residential plans only)**.

16.3.3 driveway entrances with culverts and headwalls and driveway paving. **(rural estate plans only)**.

16.4 The Developer shall complete the requirements of subsections 10.4 and 10.5 on each lot shown on the Plan no later than six (6) months after the date of occupancy of the dwelling unit constructed on that lot, except for dwelling units to be occupied between November 1st and June 15th of the following year, in which case the requirements of these paragraphs shall be complete by June 30th following such occupancy. **(urban residential and rural estate plans only)**.

16.5 The Developer shall complete all sidewalks, walkways, curbs with correctly located curb depressions, boulevard sodding, driveway paving, and tree planting on each street shown on the Plan by no later than six (6) months after the date on which the first dwelling unit or building constructed on a lot or block on that street is occupied, except where the first dwelling unit or building is occupied after November 1st in any year, in which case all of these works shall be completed by no later than June 30th in the following year. The City may direct the Developer to delay construction of all or any part of these works wherever it considers it advisable to do so. The City may require the construction of sidewalks and walkways to be completed prior to the time specified above where these sidewalks and walkways are required to provide safe passage to and from schools and other facilities or where it considers it advisable to do so.

16.6 The Developer shall complete all works related to Parkland development shown on the approved Parkland landscape plan within twelve (12) months of the first building permit being issued for any lot or block on the Plan, unless this time is extended in writing by the City. This extension, if granted, shall not extend beyond October 15th of the second year after the first building permit is issued. **(urban residential and rural estate plans only)**.

16.7 The Developer shall complete all works shown on the approved Parkland landscape Plan within six (6) months of the first building permit being issued for any lot or block on the Plan, unless the time is extended in writing by the City. **(industrial plans only)**.

16.8 The Developer shall, at its own expense:

16.8.1 prior to the placement of the top coat of asphalt, carry out and have approved by the City, a falling weight deflectometer test and bore ***hole*** tests to the satisfaction of the City on all roads within the Plan; and

16.8.2 implement the approved recommendations resulting from the testing referred to in paragraph 16.8.1 to the satisfaction of the City.

17. **Maintenance of Works**

17.1 The Developer shall maintain the City underground works, road base course asphalt, and curbs following preliminary acceptance of these works until the City instructs the Developer to install the top coat of asphalt. The Developer shall then install the top coat of asphalt, complete all outstanding sodding, sidewalks, walkways, and any other works not completed at that time. Prior to the expiration of the maintenance period for the underground works, the Developer shall obtain a television inspection of any of the storm sewers or parts thereof designated by the City, and all defects disclosed by such inspection shall be remedied by the Developer at its own expense. The cost of this inspection shall be paid by the Developer.

17.2 Once the works referred to in subsection 17.1 have received preliminary acceptance, the Developer shall obtain a "road occupancy permit" from the City.

17.3 The Developer shall:

17.3.1 maintain all of the City above-ground works including the Street Lighting System and shall remain responsible for all lot grading until final acceptance of the works by the City. Upon the expiry of one (1) year from the date of preliminary acceptance of the aboveground works or upon the expiry of three (3) years from the date of preliminary acceptance of the underground works, whichever shall be the later date, the City shall inspect these works and if they are found to be satisfactory, shall recommend final acceptance of the works and that the works be assumed by the City

17.3.2 maintain all Region underground and aboveground works for a period of three (3) years from the date of preliminary acceptance by the Region. This includes sanitary sewers, watermains, and Regional roads. Prior to any acceptance, the Developer's consultant shall indicate in writing that they have inspected the works and that the facility meets all requirements and is ready for Region approval.

17.4 The Developer shall, until final acceptance of the works by the City, maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clean of dirt, mud, dust, refuse, rubbish and litter of all types which in the opinion of the City are a result of the building operations. This sweeping and maintenance shall be carried out at least once per week on any street on which there are one or more occupied dwellings. Until final acceptance of the works by the City, the Developer shall repair and/or sweep any such roadway within twenty-four (24) hours of receiving written notice from the City. In the event such notice is not complied with within the said twenty-four (24) hour period, the City may cause such work to be done and the cost of so doing shall be paid by the Developer to the City within thirty (30) days of the date of the invoice from the City. The cost of such work shall be deemed to be the actual cost, as submitted by the contractor or as determined by the City, plus 100%.

17.5 The Developer agrees that in the event any dwelling units constructed within the Plan are occupied before the streets on the Plan have 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 Developer and shall not be deemed in any way to have accepted the streets within the Plan upon which such work has been done. The Developer 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 Developer or causes any damage to such works, the Developer hereby waives all claims against the City that it might have arising therefrom and agrees 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 catchbasins and all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

17.6 The Developer shall maintain and water in accordance with the following maintenance requirements, all trees, sod, and other landscaping shown on the Approved Plans from the time of planting or laying, until final acceptance of these works in accordance with section 30 of this agreement, and shall replace all trees, sod, and landscaping failing to establish a healthy growth within this period. The foregoing maintenance and replacement provision shall apply to all replacement trees, sod, and landscaping planted or laid pursuant to this paragraph, unless the Developer makes satisfactory arrangements with the City prior to the final acceptance of the works by the City to provide security for the maintenance and replacement of the replacement trees, sod, and landscaping.

Maintenance Requirements

Water to maintain soil moisture conditions for optimum establishment, growth, and health of plant material without causing erosion. Cut grass monthly or as otherwise required by the City and remove weeds monthly from planting beds and tree pits. Apply pre-emergent herbicide to planting beds and tree pits at installation and each spring or fall. Remove dead plants and plants not in satisfactory condition, as

determined by the City and make replacements in the same or next growing season. Annually remove dead or broken branches from plant material.

17.7 The Developer shall maintain the approved tree protection works, the approved stormwater management works, the approved siltation and erosion control works, and all temporary snow fencing or other suitable approved barriers during the period when any works and buildings are being installed or constructed on the lands.

17.8

17.8.1 The Developer shall maintain all acoustical barriers and berms for three (3) years and all other fencing for one (1) year from the date of preliminary acceptance of this work.

17.8.2 The Developer and its successors and assigns shall maintain, repair, and replace at their own expense, all walls, acoustical barriers and berms and all fencing required to be erected by this agreement. Any maintenance, repair, or replacement shall be done with the same materials, to the same standards, and have the same colour and appearance as the original works. Any such works on lands conveyed or dedicated to the City shall become the responsibility of the City following final acceptance of the works.

17.8.3 The Developer and its successors and assigns will not, except with written permission of the City, alter or remove the original material or colour of any acoustical barriers required to be erected by this agreement, or remove any walls, berms, or fencing or part thereof required to be erected by this agreement.

17.9 17.9.1 Vertical Survey Requirements

Vertical Horizontal Survey Requirements

The Developer shall use only approved City, Regional, or Ministry of Transportation (MTO) 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 Developer's land surveyor shall establish one permanent second order bench mark for the first ten (10) hectares or less, plus one bench mark for every additional ten (10) hectares of the Plan. The location and type of monument ***shall*** be agreed upon by the Developer's surveyor and the Engineering Development Services Division of Planning and Infrastructure Services of the City, and established based upon City vertical control bench mark specifications. At the sole discretion of the City, cash-in-lieu may be taken.

17.9.2 Horizontal Survey Requirements:

17.9.2.1 Before final acceptance of the works, the Developer's surveyor shall submit to the City horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates are to be based upon City specifications for the North American Datum 1983(NAD83) and the 6° Universal Transverse Mercator projection (6°UTM). Exemptions and alternatives to this can be granted only by the Engineering Development Services Division of Planning and Infrastructure Services of the City.

17.9.3 Establishment of second order horizontal control monuments shall be based on City specifications and approval. Location of these monuments to be agreed upon by the Developer's surveyor and the City. The establishment of these monuments shall be two for the first ten hectares or less, and one for every additional ten (10) hectares of the Plan. In addition, for every existing horizontal control monument destroyed due to subdivision construction must be replaced. At the sole discretion of the City, cash-in-lieu may be taken.

17.9.4 All monumentation established must conform to the existing City network and horizontal control specifications.

CONVEYANCES OF LAND AND EASEMENTS

18. **Conveyances**

18.1 The Developer shall:

18.1.1 prior to Final Approval, gratuitously transfer or cause to be transferred to the City and the Region, free of all encumbrances, the lands described in Schedule F to this agreement for municipal purposes other than Parkland Dedication;

18.1.2 prior to Final Approval, gratuitously transfer or cause to be transferred free of all encumbrances all easements as may be required for City and Regional purposes, private utilities, electrical distribution systems and telecommunications system the lands described in ***the Easement Memo*** to service the Lands;

18.1.3 at any time prior to final acceptance of the works, gratuitously transfer or cause to be transferred free of all encumbrances all additional easements, ***described in the Easement Memo,*** as may be required for City and Regional purposes, to service the Lands; and

Maintenance Easements

18.1.4 provide draft transfers in electronic form for all of the lands and easements required to be transferred by Schedules D and F, ***the Easement Memo*** and paragraph 18.1.2 prior to Final Approval, except for the conveyance of easements required pursuant to subsections 18.2 and 18.3, which shall be included or reserved at the time of conveyance of the applicable lots or blocks, and in any event shall be completed prior to the time set out in paragraph 30.1.11 hereof.

18.2 The Developer and the Builder shall include and reserve a maintenance easement and an eaves encroachment easement, if necessary, of up to 1.2 metres in width in the conveyances to third parties of lots and blocks on which the dwelling unit situate thereon has been erected with a sideyard less than 1.2 metres in width. It is intended that the width of the sideyard, together with the width of this easement, shall be at least 1.2 metres **(urban residential plans only).**

18.3 **Private Easements**

The Developer and the Builder shall include and reserve private storm sewer, sanitary sewer and watermain easements (the "private easements") in locations required in writing by the City or the Region or both at any time prior to Final Approval in the conveyance to third parties of all lots and blocks on which the private easements are required to be installed. The private easements shall provide for the installation, maintenance, repair and replacement of the works to which the private easements refer and for the sharing of the cost of this work. All private easements shall be transferred or reserved prior to the final acceptance of the works as set out in section 30.

19. **Solicitor's Certificate**

19.1 The Developer shall provide the City with a Solicitor's Certificate, prior to registration of the Plan certifying that the Lands to be conveyed to the City pursuant to this agreement are free from encumbrance, and that the City will be the registered owner thereof.

Cost of Registration

19.2 The Developer consents to the ***electronic registration*** of this agreement on the title to the lands described in Schedule A and the Developer agrees to pay to the City, the cost of this electronic registration and the cost of the electronic registration, including any land transfer taxes payable, of all conveyances of land, grants of easement or other documents required by this agreement and ***the Easement Memo*** on the title to the whole or any part of the Lands shown on the Plan. Prior to the registration of the Plan, the Developer shall **deposit** with the City a sum of money as estimated by the City Solicitor to cover the cost of this electronic registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

SITE PLAN CONTROL, LAND FOR FUTURE DEVELOPMENT, OR SUBJECT TO SPECIAL REQUIREMENTS

20. **Site Plan Control**

20.1 The Developer shall comply with the requirements of the City's site plan control area by-law.

20.2 The Developer agrees that the 0.3 metre reserves along the frontages of the residential, commercial, industrial and institutional blocks shown on the Plan shall not be lifted until site plans have been approved for the blocks in accordance with the City's site plan control area by-law, and the location and design of all accesses to the blocks have been approved.

21. 21.1 The Developer agrees:

Future Development

21.1.1 that the lots and blocks described in Schedule G-1, ***if any,*** are reserved for future development and shall be developed only in conjunction and combined with the development of other lands abutting these lots or blocks so that development can occur in accordance with the applicable zoning by-law; and

21.1.2 to show, prior to Final Approval, that the lands abutting these lots or blocks can be developed in a manner satisfactory to the City.

Special Requirements

21.2 The Developer, the City, and the Region, ***as the case may be,*** shall comply with the Special Requirements set out in Schedule G-3 (City ***and Other*** Special Requirements) and Schedule G-4 (Region Special Requirements).

Works

21.3 All of the works, matters, and things referred to in the special requirements set out in Schedules G-3 and G-4 shall be deemed to be works within the meaning of this agreement.

22. **Commercial Requirements**

22.1 The Developer shall install a masonry wall along the boundaries of all commercial blocks shown on the Plan and described in Schedule B where these blocks abut residential lots or blocks. These walls shall be completed prior to the occupancy of any dwelling units on lots or blocks abutting the commercial blocks. The exact location and detailed specifications for these walls shall be shown on the required landscape and fencing plans.

22.2 The Developer shall provide an on site litter pickup service which shall clear litter from the commercial blocks on the Plan at least twice weekly.

Place of Worship Block Requirements

22.3 The Developer shall reserve all church blocks shown on the Plan and described in Schedule B for the purposes of religious institutions for a period of three (3) years from the date of registration of the last phase of the Plan.

22.4 The Developer shall install a 1.8 metre high wooden screen fence of a design satisfactory to the City along the boundaries of all place of worship blocks where they abut any residential lot or block prior to the issuance of any building permits for place of worship purposes on the place of worship blocks or within one (1) year of the issuance of a building permit on any abutting residential lot or block. The exact location and detailed specifications for this fencing shall be shown on the required landscape and fencing plans, or alternatively, on the landscape and fencing plans required to be approved for the church construction by the City's site plan control area by-law.

Canada Post Requirements

22.5 The Developer shall:

22.5.1 prior to Final Approval, make satisfactory arrangements with Canada Post and the City's Engineering and Development Services Division, for the provision of temporary and permanent mail delivery facilities, including suitable sites and all works necessary for the installation of Canada Post Community Mail Boxes. These sites and works shall be shown on the Required Plans (**urban residential, rural estate, & industrial plans**);

22.5.2 if required by the Conditions, install and maintain a central mail facility for the provision of mail services to all types of development which the Canada Post Multi-Unit Policy applies to;

22.5.3 if required by the Conditions, make satisfactory arrangements with Canada Post prior to site plan approval for a community mail box site for the provision of mail services to the commercial units on the commercial blocks shown on the Plan and described in Schedule B;

22.5.4 if required by the Conditions, provide the following for each Canada Post Community Mail Box site:

(i) an appropriately sized sidewalk section (concrete pad), per municipal standards, to place the Mailbox on;
(ii) any required walkway across the boulevard, as per municipal standards; and
(iii) any required curb depressions for wheelchair access; and

22.5.5 if required by the Conditions, provide a suitable temporary Mailbox location, which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mail Box site to enable Canada Post to provide mail service to new residences as soon as homes are occupied; and

22.5.6 if required by the Conditions, notify the purchasers of all lots and blocks within the Plan of the exact Community Mail Box locations prior to the closing of any home sales.

FINANCIAL

23. **Taxes**

The Developer shall pay all arrears of taxes outstanding against the Lands prior to Final Approval of the Plan for registration. The Developer shall also 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 Developer shall pay municipal taxes for that part of the year up to the date 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.

24. **Security & Payment Statement**

24.1 Prior to Final Approval, the City shall issue a Security and Payment Statement for the Plan. This statement when issued shall form part of this agreement and shall have the same force and effect as if the information shown on it were contained in the body of this agreement.

Required Payments

24.2 Prior to Final Approval, the Developer shall pay:

24.2.1 a hydrant inspection fee to the Region at the rate of **Five Hundred and Seventy-Five Dollars ($575.00)** per hydrant in accordance with the Region's User Fee By-law as amended from time to time;

24.2.2 payments in lieu of constructing works to the City and the Region as required by the Conditions or determined by the City and the Region;

24.2.3 survey monumentation fees to the City if required in accordance with paragraph 17.9.1;

24.2.4 maintenance fees to the City which are required by this agreement for the long term maintenance of stormwater management works, fencing, landscaping, and streetscape structures after final acceptance of these works; and

These payments are non-refundable and the amount of them shall be shown on the Security and Payment Statement for the Plan.

24.2.5 a Street Lighting administration fee at a rate of 15% of the cost of the Consultant hired by the City to provide the Street Lighting services of plan review and approval, and construction inspection in accordance with City By-Law 227-2004.

25. **Development Charges**

The Developer acknowledges that the City, the Region, the Peel District School Board, the Dufferin-Peel Catholic District School Board and GO Transit have enacted by-laws pursuant to the Development Charges Act, 1997. The development charges required by these by-laws shall be paid in the manner and at the times provided by these by-laws, **subject to certain transitional provisions set out in Schedule G-3 respecting City of Brampton Development Charges.**

26. **Administration Fees**

The Developer shall pay to the City, prior to Final Approval, a non-refundable City administration fee equal to **three and one half percent (3.5%)** and a non-refundable Region administration fee equal to **five percent (5%)** of the total cost of the works, in accordance with the Region's User Fee By-law. The minimum charge under this paragraph shall be Six Hundred Dollars. 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.

INSURANCE

27. 27.1 The Developer shall take out and keep in full force and effect until final acceptance of the works, at its sole cost and expense, the following minimum insurance:

27.1.1 **Commercial General Liability** insurance applying to all operations of the Developer which shall include coverage for bodily injury liability, property damage liability, completed operations liability, contractor's protective liability, contractual liability, and non-owned vehicle liability.

This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring, and underpinning or from any other activity or work that may be done in connection with the development of the Plan.

Such policy shall be written with limits of not less than **FIVE MILLION DOLLARS ($5,000,000)** exclusive of interest or costs, per occurrence and shall include the City and the Region as an additional insured; and

27.1.2 **Automobile Liability (Owned and/or Leased Vehicles)** insurance with an inclusive limit of liability of not less than **ONE MILLION DOLLARS ($1,000,000)** exclusive of interest or costs, per occurrence for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property. This policy must cover all vehicles owned, leased or operated by or on behalf of the insured; and

27.1.3 **Environmental Pollution Liability** insurance to cover third party bodily injury and property damage claims arising out of sudden and accidental pollution, including but not limited to unexpected and unintentional spill, discharge, emission, dispersal, leakage, migration, release or escape of pollutants. The coverage can not be subject to the 120 hour reporting period and can not be limited to hostile fire only.

Such policy shall be written with a limit of not less **than FIVE MILLION DOLLARS ($5,000,000)** exclusive of interest or costs, on a claims-made basis, or such other limit as the City may reasonably require, and shall include the City and the Region as an additional insured.

27.2 Such policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurers to the City at least thirty (30) days before the effective date thereof.

27.3 All policies of insurance stipulated herein shall be with insurers that have a rating which meet the requirements of the City of Brampton's policy on insurance.

27.4 If required by the City, the Developer 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.

27.5 The Developer shall deposit with the City, prior to Final Approval, a certificate of insurance on a form provided by the City.

27.6 The Developer 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 Developer or to order that all work on the land within the Plans cease until the policy is renewed.

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

28. **Performance Guarantee**

28.1 Prior to Final Approval, the Developer shall deposit with the City as a performance guarantee to ensure the total performance of this agreement by the Developer cash, a letter of credit from a Schedule I Canadian chartered bank, or other security approved by the City Treasurer, in the amount of one hundred per cent (100%) of the cost of all the works required by this agreement as estimated by the City or the Region (the "security"). All of the provisions of this section apply to the preservicing security required to be deposited by the preservicing policy of the City and the Region.

For the purposes of section 28 of this agreement, "City" shall mean City or Region or both.

Developer in Default

28.2 If, in the opinion of the City, the Developer is not installing 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 should the Developer neglect or abandon such works before completion or unreasonably delay the same so that the Conditions of this agreement are being violated, or carelessly performed, or should the Developer neglect or refuse to renew or again perform such work as may be rejected by the City as defective or unsuitable, or should the Developer, in any manner, in the opinion of the City, make default in the performance of any of the terms of this agreement, then, in such case, the City shall notify the Developer in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice or within such time period as may be designated by the City, then, in that case, the City there-upon 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 Developer. In cases of emergencies, such work may be done without prior notice but the Developer shall be notified forth-with. The cost of such work will be calculated by the City, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of forty per cent (40%) of the cost of the labour, materials, tools, machinery, and applicable taxes. Any work done at the direction of the City 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 Developer from any of its obligations under this agreement.

28.3 Upon the failure by the Developer to remedy a default or neglect in the performance of this agreement within the time requested by the City, the City Treasurer may, at any time, authorize the use of all or part of the security referred to in subsection 28.1 to remedy the default or neglect or to pay the cost of any part of the works the City may deem necessary, notwithstanding the specific allocation of costs of the works shown on any documents approved by the City.

28.4 The City agrees to reduce, from time to time, the amount of the security referred to in subsection 28.1 hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the City, provided it has received:

28.4.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid; and

28.4.2 a certificate of the Developer's consulting engineer and/or landscape architect certifying that it has received no notice of lien in respect of the completed works pursuant to the *Construction Lien Act(Ontario)*; and

28.4.3 all certificates of the substantial performance of all contracts and subcontracts as required by the *Construction Lien Act (Ontario)* for such completed works, together with the proof of publication thereof.

The remaining ten per cent (10%) of the security for the underground works shall be retained by the City or the Region or both until the expiration of the maintenance period for the underground works.

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

28.5 Notwithstanding anything herein contained, there shall be no reduction in the security referred to in subsection 28.1 where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the City of works which have not yet been accepted by the City as being completed.

28.6.1 The Developer acknowledges and agrees that an amount of not less than $20,000 shall be included in the security referred to in subsection 28.1 for the purpose of protecting private wells within the zone of influence of the Lands (the "zone"). The actual amount to be included shall be based on the estimated cost of replacing water supplies within the zone. The actual amount shall be kept in place and included in the security until all the works have been given final acceptance by the City and the Region. In the event the Region determines that any private wells within the zone have deteriorated as a result of development of the lands, the Developer shall, upon being notified by the Region, provide a temporary water supply to the buildings served by such private wells. If the quantity and quality of the water in such private wells has not been fully restored to its original condition within one (1) month after the Region has determined that such deterioration has occurred, the Developer shall:

(a) retain a qualified hydrologist to evaluate such private wells and make recommendations with respect to restoring such private wells; and

(b) carry out the said recommendations.

In the event such private wells cannot be fully restored to their original condition, the Developer shall provide such new wells as are required by the Region, provided that, if such new wells are not considered by the Region to be a satisfactory replacement, the Developer shall provide a permanent water supply from the municipal water system to the buildings serviced by such private wells. In the event the Developer fails or neglects to carry out the foregoing obligations, the Region shall be entitled to draw at least $20,000 from the security and to use the proceeds thereof for the purpose of carrying out such obligations. Until final acceptance of the works, any reduction in the security shall be calculated so as to ensure that at least $20,000 is available in such security at all times for the purposes of this subsection.

28.6.2 The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after construction has been completed. Progress reports should be submitted to the Region as follows:

(a) a base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the Plan (whichever occurs first) and shall include as a minimum requirement the following tests:

  (i) Bacteriological Analysis - Total coliform and E-coli counts;
  (ii) Chemical Analysis - Nitrate Test; and
  (iii) Water level measurement below existing grade;

(b) in the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing, the Homeowner, the Region's Health Department (Manager - Environmental Health) and the Region's Public Works Department (Supervisor, Development Section) within twenty-four (24) hours of the test results;

(c) well monitoring shall continue during construction and an interim report shall be submitted to the Region for record purposes; and

(d) well monitoring shall continue for one (1) year after the completion of construction and a summary report shall be submitted to the Region prior to final acceptance.

All costs associated with the above works shall be at the Developer's expense.

28.7 The Developer shall supply such details of completed and uncompleted works as are required by the City.

Special Payment Terms

28.8 The Developer consents to the special payment terms set out in Schedules H and H-1, and agrees to comply with them.

29. **The Construction Lien Act**

29.1 The Developer shall comply with all of the provisions of the *Construction Lien Act (Ontario)*, as amended, from time to time (herein called the "Act") with respect to any lands owned by the City or Region or both of them, including public Highways. Without limiting the generality of the foregoing, the Developer shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These hold-backs and funds shall not be disbursed except in accordance with the Act.

29.2 The Developer shall, at its own expense, within ten (10) days of receiving written notice from the City or the Region or both of them 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 or the Region or both of them, including public Highways, and which arise out of the performance of this agreement by the Developer and its servants, employees, agents and contractors.

29.3 The Developer shall indemnify and hold harmless the City or the Region or both of them 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 Developer to comply with the Act or by reason of any action brought against the City or of them pursuant to the Act and arising out of the performance of this agreement by the Developer and its servants, employees, agents and contractors.

29.4 The City Treasurer may, at any time ***but subject to section 28.2,*** authorize the use of all or part of the security referred to in subsection 28.1 of this agreement:

29.4.1 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 Developer defaults in the performance of subsection 29.2 of this agreement; and

29.4.2 to pay to the City any amounts owing to them pursuant to subsection 29.3 of this agreement.

29.5 The Developer acknowledges that the City or Region or both shall not be required to reduce or release the security in accordance with section 28 of this agreement until the City or Region or both are satisfied that all of the provisions of sections 28 and 29, together with all other provisions of this agreement have been complied with.

30. **Final Acceptance of Works**

30.1 The performance by the Developer of all of its obligations under this agreement shall be a condition precedent to the final acceptance of the works for the Plan by the City. Prior to the final acceptance of the works by the City, the Developer shall furnish the City with:

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

30.1.2 a certificate of the Developer's consulting engineer and landscape architect certifying that there are no outstanding lien claims in respect of all of the completed works pursuant to the *Construction Lien Act (Ontario)*.

30.1.3 a surveyor's certificate by an Ontario Land Surveyor stating that all standard iron bars are in place as shown on the Plan. This certificate shall be submitted one (1) month prior to application by the Developer for final acceptance of the works.

30.1.4 a surveyor's certificate from the Developer's Ontario Land Surveyor stating that all of the requirements of subsection 17.9 have been complied with and all pertinent data has been delivered to the Engineering and Development Services Division of the City's Planning and Infrastructure Services;

30.1.5 all lot grading certificates described in subsection 3.8;

30.1.6 a certificate under stamp and seal from the Developer's consulting engineer and landscape architect certifying that all of the works required by this agreement have been constructed in accordance with the Approved Plans and City specifications;

30.1.7 one complete set of "as constructed" plans for all works including lot grading as described in subsection 3.9 in 3 Dimensional Geo reference digital microstation (DGN) format version 8i or higher as required by the current subdivision design standards; **and a Digitally scanned complete set of "as constructed" plans in a 600dpi black and white PDF and TIF file with the file names to be identical to the Drawing Number. Also one complete set of "as constructed" plans for all works including lot grading signed on mylar;**

30.1.8 all certificates of the substantial performance of all contracts and subcontracts as required by the *Construction Lien Act (Ontario)* for all the works constructed within the Plan, together with proof of publication of these certificates;

30.1.9 list of all vacant and undeveloped lots or blocks within the Plan;

30.1.10 a certificate from the Developer's acoustical consultant certifying that all of the noise attenuation works, required by the approved acoustical report and the Approved Plans have been installed in accordance with the approved acoustical report and the Approved Plans;

30.1.11 a certificate from the Developer's solicitor certifying that all of the easements required by subsections 18.2 and 18.3 have been included and reserved in the conveyance of all lots and blocks on which these easements are required; and

30.1.12 one complete set of "as-constructed" Plans for all Street Lighting works as described in subsection 3.11.4 in 3 Dimensional GEO reference digital microstation (DGN) format version 8i or higher, **and a Digitally scanned complete set of "as constructed" plans in a 600dpi black and white PDF and TIF file with the file names to be identical to the Drawing Number.**

30.2 The City may, as a condition to the final acceptance of the works, require the Developer and the then mortgagees to enter into an agreement with the City with security in a form satisfactory to the City providing for the maintenance of the grading and drainage works on the vacant and undeveloped lots and blocks referred to in the list required to be provided by paragraph 30.1.9 of this agreement.

30.3 **Indemnification**

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

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

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

30.3.4 In the event that the City, prior to the final acceptance of the works in accordance with subsection 30.1 of this agreement, establishes by by-law any lands within the Plan as public Highways or any lands outside the Plan as public Highways which are necessary to provide access to the Plan (the "Established Highways"),the Developer shall indemnify and hold harmless the City against all actions, causes of action, suits, claims, and demands whatsoever which may arise by reason of the non-repair of the Established Highways or by reason of the City having established the Established Highways as part of its public Highway system until such time as the works constructed on the lands comprising the Established Highways have been finally accepted by the City in accordance with subsection 30.1 of this agreement.

GENERAL

31. **Boards of Education Requirements**

31.1 The Developer shall enter into agreements with The Peel District School Board and The Dufferin-Peel Catholic District School Board(herein called individually the "School Board", or collectively the "School Boards") to enable the School Boards to purchase the Lands shown on the Plan and described in Schedule B as school sites. The Developer shall also, if required by the Conditions, enter into a cost sharing agreement with other landowners to ensure that school sites are available at appropriate times and prices. The City shall not give Final Approval until provided with confirmation from the School Boards that the agreements required by this subsection have been entered into or that other arrangements satisfactory to the School Boards have been made.

31.2 In the event a school site shown on the Plan is not acquired by the School Board who requested it to be shown on the Plan, the Developer shall offer it for sale to the other School Board and if not acquired by the other School Board, the Developer shall offer it for sale to the City for purchase in whole or in part by the City.

31.3 The Developer shall:

31.3.1 clear, grub, and grade the school sites to the satisfaction of the School Boards; and

31.3.2 not stockpile any soils or other materials on the school sites shown on the Plan, except with the permission of the School Boards.

32. 32.1 The Developer agrees that the development shall be in accordance with a detailed Design Brief for the subject application which shall be approved by the Chief Planning and Infrastructure Services Officer, in accordance with City policy. This shall include, but not limited to, the provision of appropriate building architecture, landscape treatments and other arrangements to accommodate the consolidation of street accessories such as newspaper boxes, mail boxes, utility boxes, etc. to the satisfaction of the City. Development proposals and documents shall be compliant with the Official Plan provisions, in particular the Council approved City-Wide Development Design Guidelines (DDG's). As the DDG's may evolve and be updated from time to time, consultants are responsible to verify with Community Design Division staff the latest version of the approved document that is currently in force, as it applies to the subject application.

32.2 (1) Prior to Plan registration, in accordance with the approved "Architectural Control Guidelines for Ground Related Residential Development, the Developer agrees to implement the provisions of Brampton's "Architectural Control Guidelines for Ground Related Residential Development" as contained in Chapter 7 of the "Development Design Guidelines" (as amended by Council approval on August 6, 2008); adhere to the "Architectural Control Protocol Summary (Appendix 2 - Architectural Control Report) (the "Protocol") and to implement this protocol which includes, but is not limited to, the following:

ACG Requirements

i) selection of a Control Architect (the "Control Architect") from the short list of architectural firms established by the City;
ii) approval of an Architectural Control Guideline section of a Community Design Guideline or Urban Design Guideline after it is drafted, to the satisfaction of the City; and
iii) organizing an information meeting with builders, designers and other key staff to identify the City's expectations, key issues, the process and milestones. Written confirmation of their attendance at this meeting and their understanding of the entire process, will be provided to the City.

(2) Prior to Plan registration, the Developer agrees to pay all associated fees to the City as per By-law 110-2010, as enacted by Council on April 14, 2010; to adhere to the Protocol and to implement the Protocol which includes, but is not limited to, the following based on the following milestones:

a) **Prior to Plan Registration:**

i) provision of a Clearance Letter from the Control Architect for preliminary review of models; and
iv) payment by the Developer to the City a **FIFTY DOLLARS ($50.00)** per UNIT fee.

b) **Prior to the Issuance of a Building Permit:**

i) Provision of a Clearance Letter from the Control Architect for final review of models;
ii) Provision of a Clearance Letter from the Control Architect for final site plans; and
iii) Ensure that an Architectural Control Review Stamp is affixed to all approved elevation and Site Plan drawings by the Control Architect.

c) **Prior to Subdivision Assumption:**

i) Provision of Annual Site Monitoring reports to the City by the Control Architect;
ii) provision of a Final Completion Letter to the City by the Control Architect; and
iii) submission of a copy of the Project Binder to the City by the Control Architect.

33. **Open Space Design Guidelines**

33.1 The Developer shall, if required by the Conditions and prior to Final Approval, prepare and have approved by the City open space design guidelines for the Plan (the "Open Space Guidelines"). These Guidelines shall be prepared by the Developer's Landscape Architect.

33.2 The Developer shall comply with and implement the Open Space Guidelines approved in accordance with subsection 33.1 or described in the Conditions or both. All of the open space elements referred to in these Open Space Guidelines shall be shown on the required Parkland landscape plans.

34. **Signs**

34.1 The Developer shall, prior to anyone offering lots, blocks or dwelling units on the Plan for sale to the public, erect signs:

34.1.1 on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings indicating the approved or proposed land use;

34.1.2 on all Parkland, valleyland, and open space land within the Plan, indicating the proposed uses of each park block in both textual and graphic form. The graphic form shall be a copy of the landscape plan for each park block in a form approved by the City;

34.1.3 on all lots or blocks zoned or proposed to be zoned for church purposes, indicating that the church block will be developed for church purposes or if not used for church purposes may in future be developed for low density, medium density, or medium-high density residential purposes as the case may be, in accordance with the City's zoning by-law;

34.1.4 on all lands within the Plan on which stormwater management ponds and storm drainage channels are to be installed indicating that these ponds and channels will be installed on the land;

34.1.5 at all entrances to the subdivision with wording approved by the Peel District School Board and the Dufferin-Peel Catholic District School Board for the purpose of providing prospective purchasers with information regarding school facilities.

34.1.6 at the end of all streets shown on the Plan which will be extended to adjoining lands advising that the street will be extended in the future;

34.1.7 on all temporary roads indicating that the road is temporary only and will be removed in the future; and

34.1.8 on all other lots and blocks referred to in the Conditions indicating the notice provisions required by the Conditions for these lots and blocks.

34.2 The number, wording, size, and location of the signs referred to in subsection 34.1 (except paragraph 34.1.5) shall be approved by the City prior to their erection. The Developer shall maintain these signs until final acceptance of the works by the City in accordance with this agreement.

34.3 The City may waive in whole or part the requirements of this section for industrial plans of subdivision.

35. **Display Maps, Notice Provisions, and Warning Statements**

35.1 The Developer shall:

35.1.1 prior to anyone offering lots, blocks, or dwelling units on the Plan for sale to the public, prepare and have approved by the City a Preliminary Homebuyers' Information Map ("the Preliminary Map") showing the information required by the City regarding the development of the Lands; and

35.1.2 prior to Final Approval, prepare and have approved by the City a Detailed Homebuyers' Information Map (the "Detailed Map") showing the detailed information required by the City regarding the development of the Lands.

35.2 The Developer and all Builders and other persons selling lots, blocks, or dwelling units within the Plan shall:

35.2.1 deliver to all prospective purchasers a copy of the Preliminary Map, and a copy of Schedules I and J to this agreement prior to entering into an agreement of purchase and sale with such purchaser;

35.2.2 deliver a copy of the Detailed Map to all purchasers of lots, blocks, or dwelling units within the Plan prior to the completion of their agreements of purchase and sale;

35.2.3 attach a copy of Schedule J to this agreement to all agreements of purchase and sale for all lots, blocks, or dwelling units within the Plan;

35.2.4 where agreements of purchase and sale have been entered into prior to approval of the Detailed Map or prior to the execution of this agreement or both, deliver a copy of the Detailed Map and Schedules I and J to all such purchasers prior to the completion of their agreements of purchase and sale;

35.2.5 obtain an acknowledgement from all purchasers on the form attached as Schedule K to this agreement, acknowledging that they have received the Preliminary Map, the Detailed Map, and a copy of Schedules E, I, and J;

35.2.6 retain a signed copy of all of the acknowledgements referred to in paragraph 35.2.5 until final acceptance of the works by the City in accordance with section 30 and if requested by the City, provide the City with a copy of any or all of these acknowledgements; and

35.2.7 notify purchasers in writing of the location of their Community Mail Box prior to the closing of any sales.

35.3 The City may waive in whole or in part, the requirements of this section for industrial plans of subdivision.

36. Display Area

The Developer and all Builders and other persons selling or leasing lots, blocks, or dwelling units within the shall:

36.1 provide, at their own expense, in all sales offices, model homes, and all other places used for the sale of lots, blocks, or dwelling units within the Plan, a conspicuous display area readily available to the public, including a bulletin board to be used for the purposes 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 and tenants of lots, blocks, or dwelling units within the Plan;

36.2 prior to anyone offering lots, blocks, or dwelling units on the Plan for sale to the public, display in all display areas referred to in subsection 36.1 the Preliminary Map and any other information which the City requires to be displayed in the display area;

36.3 display in all display areas referred to in subsection 36.1, the Detailed Map after it is approved by the City and copies of the City's "NEW HOME CONSTRUCTION, A New Home Purchaser's Guide"; and

36.4 permit City staff to inspect all such display areas, sales literature, or promotional material during business hours to ensure compliance with sections 35 and 36.

The City may waive in whole or in part the provisions of this section for industrial or rural estate plans of subdivision.

37. Exemption from Part Lot Control

37.1 The City agrees that, after the rezoning by-law to provide the zoning for the Lands within the Plan comes into force, and after the Plan of subdivision ***has*** been registered, the City will, at the request of the Developer, pass by-laws to exempt from part lot control, all lands within the Plan zoned for semi-detached, street townhouse, or industrial purposes and all lots or blocks on which maintenance easements are to be provided in accordance with section 18 of this agreement. The parties hereto agree that the City shall arrange for registration of all part lot control by-laws after any necessary approvals have been obtained and the owner agrees to reimburse the City for all costs of registration.

37.2 The City may, at any time, repeal any part lot control exemption by-laws passed in accordance with subsection 37.1 of this agreement.

38. Existing Buildings

The Developer shall, when required by the Conditions, remove from the Lands any existing buildings within the time required by the Conditions.

Open Fires

The Developer agrees that there shall be no open fires started on the Lands, except in accordance with a fire permit issued by the City Fire Chief in accordance with the Ontario Fire Code. This paragraph shall also apply to the Builder, and its contractors and subcontractors.

40. Waste Disposal

40.1 The Developer represents and warrants that it has no knowledge, information, or belief of facts which indicate or suggest in any way that waste or hazardous waste has been disposed of upon the Lands or any part thereof.

40.2 The Developer acknowledges that the records of the Region concerning the location and nature of waste disposal sites or hazardous wastes are incomplete and that the Region makes no representation that records may be relied upon in determining whether or not Lands have been used for the disposal of waste or hazardous wastes.

41. **Brampton Transit**

41.1 The Developer agrees to consult with Brampton Transit to determine suitable locations for transit stops and to indicate these locations on the Aboveground Servicing Plans.

41.2 The Developer agrees to provide a concrete standing area pad and shelter pad, per Brampton Transit specifications, for each Transit Stop, and include these requirements on the Aboveground Servicing Plans.

42. **Notices**

Any notice required to be given to the Developer by the agreement shall be sufficiently given to the Developer if given in writing to either the Developer or to the Developer's professional engineer or to the Developer's landscape architect by either personal service or prepaid first class mail or prepaid registered mail or confirmed telephone transmission (FAX) addressed to the Developer *at (FAX No.)*, or the Developer's professional engineer or landscape architect at the addresses or FAX numbers shown on the Approved Plans or such other addresses as either party may designate in writing and any notice so mailed shall be deemed to have been given twenty-four (24) hours after mailing and any notice given by telephone transmission (FAX) shall be deemed to have been given on the day of transmission.

43. **By-laws**

Notwithstanding any of the provisions of this agreement, the Developer, 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.

44. **Transfer of Land**

In the event the Developer transfers the Land to a third party prior to registration of the Plan, the Developer shall, prior to completing this transfer, provide the City and the Region with an agreement from the new owner in a form satisfactory to the City and the Region in which the new owner agrees to be bound by the terms of this agreement.

45. **Agreement Binding**

The Developer 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 Developer in any such proceeding.

46. **Successors & Assigns**

The covenants, agreements, conditions, and undertakings herein contained on the part of the Developer shall run with the Lands and shall be binding upon it and upon its successors and assigns and the Builder and shall be appurtenant to the adjoining Highway in the ownership of the City or the Region or both.

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.

2088013 ONTARIO INC.

Daniel Guzzetti - President

(Print Name of Signatory)
(Title)

(Print Name of Signatory)
(Title)

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF BRAMPTON

SUSAN FENNELL — MAYOR

PETER FAY — CLERK

Authorization By-law No. 230-2013

Approved for signature – Legal Services
20-July-2013

Approved as to form – Legal Services
28/07/2013

Approved as to content– PD&D
14/07/12

IN ACCORDANCE WITH REGIONAL BY-LAW 39-2001, as amended, the party below has executed this Agreement by the signature of its duly authorized signing officer.

THE REGIONAL MUNICIPALITY OF PEEL

TOM SLOMKE, DIRECTOR
DEVELOPMENT SERVICES, PUBLIC WORKS
I have the authority to bind the Corporation

SCHEDULE A

LEGAL DESCRIPTION

FIRSTLY: (Phase 1, Plan 1)

LOTS 1 to 111, both inclusive,
BLOCKS 112 to 137, both inclusive, and 139
0.30 RESERVE BLOCKS 138, 141 to 153, both inclusive,
Registered Plan 43M-1969

SECONDLY: (Phase 2, Plans 2A and 2B – remainder of the Lands)

Part of Lot 16, Concession 2 West of Hurontario Street,
(formerly Township of Chinguacousy)
designated as Part 1 on Plan 43R-32624
Save and except Registered Plan 43M-1969

City of Brampton
Regional Municipality of Peel
Land Titles Division of Peel (No. 43)

SCHEDULE B

DESCRIPTION OF THE CONDITIONS

Plan 1 - Conditions of draft approval for draft plan of subdivision 21T-11012B dated the 19th day of June, 2013, as amended the 9th day of July, 2014, and as further amended the 17th day of July, 2014.

Plans 2A & B - Conditions of draft approval for draft plan of subdivision 21T-11012B dated the 19th day of June, 2013, as amended the 9th day of July, 2014, and as further amended the 17th day of July, 2014.

DESCRIPTION OF THE PLAN

FINAL M-PLANS TO BE PROVIDED BY PLANNING

The Plan is described as follows:

Plan 1 Plan of Subdivision, Job Number 11-30-165-00-ph1, prepared by J.D. Barnes Limited, OLS

Plan 2A Plan of Subdivision, Job Number XXXXXXXXX, prepared by J.D. Barnes Limited, OLS

Plan 2B Plan of Subdivision, Job Number XXXXXXXXX, prepared by J.D. Barnes Limited, OLS

AND HEREIN REFERRED TO BY THESE PLAN NUMBERS

DESCRIPTION OF SCHOOL, COMMERCIAL, AND CHURCH BLOCKS

1. School Blocks

   1.1 Peel District School Board - Block 308 (Phase 2, Plan 2B)

   1.2 Dufferin-Peel Catholic District School Board - NIL

2. Commercial Blocks

   Blocks 132 and 133 (Phase 1, Plan 1)

3. Place of Worship Blocks

   NIL

SCHEDULE C

PHASING REQUIREMENTS (section 4)

GENERAL PHASING REQUIREMENTS

1. The Lands shall be subdivided and developed in TWO (2) phase(s) only in accordance with the following Plan:

   Phase 1, Plan 1
   Phase 2, Plans 2A and 2B

   or such other phases as may be subsequently agreed upon between the Developer and the City.

2. The Developer shall not commence any work within a phase, including filling, grading, or removal of trees and topsoil, installing any of the works required by this agreement, or constructing any buildings or structures until the Developer has complied with all of the requirements of section 13 of this agreement as they may relate to the phase and the City has authorized the Developer in writing to commence work within the phase.

3. The Plan for any phase will not be given Final Approval until:

   3.1 all of the Required Plans for the phase are fully approved by the City and the Region;

   3.2 The Security and Payment Statement for the Plan has been issued by the City and the Developer has deposited the security, paid the administration fees, made all of the payments required by this statement, and has paid the Parkland Payment required by Schedule D;

   3.3. the Developer has provided the insurance required by section 27 of the agreement;

   3.4 all of the lands and easements required by Schedules D and F and the Easement Memo for the phase have been conveyed to the City or the Region or both;

   3.5 the Control Architect referred to in section 32 has been selected and the Architectural Guidelines and the Design Guidelines referred to in section 32 have been approved by the City;

   3.6 the requirements of subsection 4.3 regarding cost share agreements have been complied with;

   3.7 the Noise Attenuation Statement for the phase has been approved by the City and when applicable by the Region;

   3.8 any supplementary subdivision agreements required by the City or the Region or both have been signed; and

   3.9 the Developer has complied with subsection 13.3.

4. In the event that prior to the execution of this agreement, any of the Required Plans for any phase are not approved, such plans, when approved, shall be deemed to be Approved plans, and all of the provisions of this agreement shall apply to them.

5. In the event that prior to the execution of this agreement, Schedule D or Schedule F or both for any phase have not been prepared, Schedule D or Schedule F or both for that phase, when prepared, shall be added to and form part of this agreement and shall have the same force and effect as if the information shown on them were contained in the body of this agreement.

6. Building permits shall not be issued for any lots or blocks in any phase until the Plan for that phase has been registered and all of the requirements of this agreement relating to the issuing of building permits have been complied with. Despite the foregoing, building permits may be issued for model homes in accordance with the requirement of the City's model home policy.

SPECIAL PHASING REQUIREMENTS

Development of the Plan shall be staged to the satisfaction of the City and the Region. In this regard, among other things, staging of the development of the Plan shall be based on the timing of road improvements, the timing of schools to service this subdivision, and the timing of the provision of other essential services and facilities for this subdivision. The Developer shall enter into any phasing agreements required by the City or the Region or both.

SCHEDULE D
(section 11)

PARKLAND REQUIREMENTS

1. Parkland Dedication Required – Phase 1 Plan 1

a. Parkland calculations are based on the Plan dated December 17, 2013 and Surveyor Certificate dated March 5, 2014.

b. The following Park Blocks shall be conveyed.

Plan No.	Block #	Hectares
1	134	0.4115
Total		0.4115ha

c. Parkland Dedication requirements for the Plan are in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended (the Planning Act) and the City's Parkland Dedication By-law, as amended.

d. The Plan yields a Parkland Dedication requirement of 1.072 ha. (2.649 ac.) based on the Section 51.1 of the Planning Act. The Developer shall convey Block 134 totaling 0.4115 ha (1.017 ac.) to the City, as partial fulfillment of the Parkland Dedication requirements. This results in a Parkland under-dedication of 0.661 ha (1.632 ac.). The Developer shall pay to the City prior to the registration of the Plan, the sum of **Eight Hundred and Fifty Five Thousand, One Hundred and Fifty Nine Dollars and Thirty Five Cents ($855,159.35)** as the Parkland Payment for the Plan.

e. The following Blocks have not been included in the calculation of Parkland Dedication requirements and will instead be collected as a condition of future development or redevelopment.

Plan No.	Block #	Land Use	Hectares
1	NIL	NIL	NIL
Total			NIL

2. SPECIAL PARKLAND & NATURAL HERITAGE SYSTEM (NHS) REQUIREMENTS

The Developer and the City agree that the following is a description of the City's Parkland Works, which the City has requested the Developer to install at the City's cost in accordance with Section 11.

2.1 PARKLAND CONSTRUCTION REQUIREMENTS

Park Block 134

- catch basins and storm sewer pipes
- topsoil supply, spreading, fine grading, sodding and planting
- asphalt walkway
- walkway lighting
- play areas complete with concrete edging, play surfacing and play equipment
- site furniture

2.2 **Cost of Work and Payment Schedule**

2.1 The total City cost for Park Block 134 shall not exceed **$212,236.03** including consultant fees and taxes. The park components to be paid for by the City will include basic park amenities such as finish grading, servicing, planting, sodding and the playground facility/structures. City costs will exclude upgraded components.

2.2 Payment subject to the following: A) Performance Acceptance by the City. B) Publication of Substantial Performance and passing of the 45 day holdback period specified under the Construction Lien Act. C) Clear title of the property. D) Approval of the City cost by the City of Brampton in its capital budget.

2.3 **Performance and Maintenance Guarantees**

50% Performance and 50% Maintenance Bonds

2.4 **Completion Schedule**

2.4.1 The Developer shall complete all works related to Park Block 134, including all upgraded components, related to parkland development shown on the approved parkland landscape plans within twelve (12) months of the first building permit being issued for any lot or block in conjunction with the first phase of development on the Plan, unless this time is extended in writing by the City. This extension, if granted, shall not extend beyond October 15th of the second year after the first building permit is issued.

2.4.2 In the event the Developer does not comply with the above noted requirements, there shall be no further reduction in the security held by the City referred to in section 28.1 until these requirements have been met.

SCHEDULE E

NOISE ATTENUATION STATEMENT

SUBDIVISION FILE:	**21T-11012B**
PLANNING FILE:	**C02W16.002**
OWNER: ("the "Owner"):	**Empire Communities (208813 Ontario Inc.)**
SUBDIVISION NAME:	**Empire Communities Phase 1**

1. NOISE ATTENUATION WORKS

The Subdivision Agreement for the Plan requires the Owner to install the following noise attenuation works on the following lots and blocks:

1.1 An acoustical barrier and associated earth works on:

Lots: 76, 77 and 108 to 111
Blocks: 112 (U6), 115 to 118, 124 (U1) and 129 (U1)

1.2 A ducted heating system sized to accommodate the addition of central air conditioning at a later date in dwellings to be constructed on:

Lots: 30 to 47, 57, 74, 75, 78 to 91, 96 to 99 and 103 to 110
Blocks: 112 (U6), 117 (U1-U2), 119 (U7), 120 (U1-U3) and 124 to 129

1.3 Central air conditioning in the dwelling units to be located on:

Lots: 76, 77 and 111
Blocks: 118 and 121 to 123

The air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have the least possible noise impact on the outdoor activities of the occupants and their neighbours.

2. RESTRICTIVE COVENANTS

The Subdivision Agreement for the Plan requires the Owner to register the following restrictive covenant on title to the following lots and blocks:

2.1 Lands Affected

As specified in Section 1, 1.1 of this statement

Restrictive Covenant

1. "The lands to which these restrictions shall be annexed hereinafter are sometimes referred to as "the lands".

2. "The owner(s) from time to time of each lot or block included within the lands covenants and agrees to not alter or remove the original material or colour of the acoustical wall or alter the original grades within 2.0 metres of the wall unless authorized in writing from the City or as required pursuant to the following covenant."

SCHEDULE C
(CONT.)

3. "The owner(s) from time to time of each lot or block included within the lands covenants and agrees to not allow the acoustical wall to fall into disrepair, and to repair and replace at their own expense, all acoustical walls as necessary to maintain them in their original condition. Any repairs, and replacements shall be made to the same standard and using the same materials and colours as the original acoustical wall."

4. "To the intent that benefit of these covenants may be annexed to and run with the lands, each purchaser or transferee of each lot or block within the lands, from time to time by accepting or registering a transfer or other document or entitlement of ownership, use and/or possession of any part of the lands, covenants and agrees on behalf of himself, his heirs, assigns, executors, administrators successors and assigns to strictly, keep, observe, perform and comply with the covenants, restrictions, and provisions herein."

3. WARNING CLAUSES

The Subdivision Agreement for the Plan requires the Owner to attach a copy of the following warning clauses to all agreements of purchase and sale for the following lots or blocks, or deliver a copy of these warning clauses to the purchaser of the following lots or blocks prior to completion of their agreements of purchase and sale:

3.1 Lands Affected

As specified in Section 1, 1.1 of this statement.

Warning Clause

"Purchasers are advised that the acoustical berm and/or barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original."

3.2 Lands Affected

As specified in Section 1, 1.2 of this statement.

Warning Clause

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the municipality and the Ministry of Environment. I, the purchaser hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the property."

"Purchasers are advised that the dwelling unit can be fitted with a central air conditioning system at the owner's option which will enable occupants to keep windows closed if road traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have least possible noise impact on outdoor activities of the occupants and their neighbours."

SCHEDULE C
(CONT.)

3.3 Lands Affected

As specified in Section 1, 1.3 of this statement

Warning Clause

"Purchasers are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic will continue to be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the municipality and the Ministry of Environment. I, the purchaser hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the property.

"Purchasers are advised that the dwelling unit has been or will be fitted with a central air conditioning system which will enable occupants to keep windows closed if road traffic noise interferes with their indoor activities."

2022013

EMPIRE COMMUNITIES (~~208813~~ ONTARIO INC.)

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

APPROVED BY THE CORPORATION OF THE CITY OF BRAMPTON

for Michael Won, P.Eng. Director of Development Engineering Services

SCHEDULE F
(subsection 18.1)

CONVEYANCES OF LAND (Phase 1, Plan 1 only)

(INTERNAL & EXTERNAL TO THE PLAN)

1. **LANDS TO BE CONVEYED TO THE CITY**

Stormwater Management Lands

Block 136

Valleylands

NIL

Other Open Space

Block 135 (Vista Block)

Buffer Blocks

Blocks 137 and 139

Walkways

NIL

Reserves

Blocks 138, 141 to 153, both inclusive

Road Widenings: (dedicated by the Plan)

Block 140

Future Roads

NIL

Temporary Road or Emergency Access

NIL

Temporary Turning Circle Easement – external to the Plan conveyed through the preservicing process (as set out in signed Easement Memo) * see NOTE below

Part 1 on Plan 43R-35859 (Instrument No. PR2520599)
Part 2 on Plan 43R-35880 (Instrument No. PR 2592932)

Other

NIL

2. **LANDS TO BE CONVEYED TO THE REGION**

NIL

3. **LANDS TO BE CONVEYED TO OTHER AUTHORITIES**
NIL

NOTE *The easement required to be conveyed is for a temporary turning circle on Queen Mary Drive. The temporary turning circle easement shall expire when the City determines that the temporary turning circle is no longer required by the City and the lands reinstated to the satisfaction of the City. (See also paragraph 8.3.1.). The Developer or its successor in title agrees to pay the registration fee(s) for the registration of any documents that the Developer or its successor in title may require to amend the parcel register to delete the easements following theirs expiration. In the event an application to amend the register is not accepted for registration by the Land Registrar, the City agrees to reconvey the easements for nominal consideration provided the Developer or its successor in title agrees to pay the registration fee(s) and administrative fees of the City to effect such transfer.*

SCHEDULE G-1

LANDS FOR FUTURE DEVELOPMENT (subsection 21.1)

BLOCKS 130 and 131

SEE CONDITION: 9

SCHEDULE G-2

GENERAL REQUIREMENTS FOR BUILDING PERMITS (section 14)

Building permits shall not be issued for any lots or blocks on the Plan until:

1. the public road on which the building site abuts and public roads providing a minimum of two accesses to the building site have been installed, complete with all required municipal services, including sewer and water, base curb or curb and gutter, all granular material required up to and including base course asphalt, and all temporary roads and emergency accesses shown on the Approved Plans have been installed. Despite the foregoing, building permits may be issued for model homes in accordance with the requirements of the City's model home policy. Each building permit application shall be accompanied by the certificate referred to in subsection 3.7 of this agreement;

2. The Developer or the Builder has provided an engineering report satisfactory to the City which indicates the special foundation requirements, if any, to support structures that may be erected on disturbed ground or on lots or blocks where filling has occurred;

3. The Developer has complied with the requirements of the City's site plan control area by-law.

4. The internal and external stormwater management works, the foundation drain collection system, and the flood relief culverts (if any) required to serve the Plan have been installed in accordance with the approved engineering plans (internal and external) and are fully operational to the satisfaction of the City.

5. The certificate from the Developer's Acoustical Consultant required by paragraph 12.1.3 has been provided to the City.

6. The development charges required by the development charges by-laws referred to in section 25 have been paid in the manner and at the times provided by these by-laws.

7. The Architectural Approval required by paragraph 32.2 has been given for the building for which the building permit has been applied for.

SCHEDULE G-2

SPECIAL REQUIREMENTS FOR BUILDING PERMITS (section 14)

1. **Fire Break Lots**

   Prior to any building permits being issued for the Plan, the Developer shall submit a plan to the Chief Building Official designating fire break lots in accordance with the City's fire break policy for subdivisions under construction.

2. **Future Development Schedule G-1 Lands** (subsection 21.1)

   Building permits shall not be issued for the lots and blocks described in Schedule G-1 until all approvals have been given for the development of the lands abutting them and then permits shall be issued only in accordance with the provisions of this subdivision agreement and the provisions of any agreements for the development of the abutting lands. In this regard, the Developer shall place these lots and blocks in a condition satisfactory to the City and erect signs prohibiting trespassing and dumping, also to the satisfaction of the City, within six (6) months of any building permit for any dwelling on the Plan.

3. **Place of Worship Blocks**

   NIL

4. **Temporary Road or Emergency Access**

   NIL

5. **Temporary Turning Circles**

   NIL

6. **Site Plan Approval (Condition 52)**

   Building permits shall not be issued for Convenience Retail Blocks 132 and 133 (Phase 1, Plan 1) and Junior Elementary School Block 308 (Phase 2, Plan 2B) until site plan approval has been obtained through the City's Site Plan Approval process.

SCHEDULE G-3

CITY SPECIAL REQUIREMENTS

1 **CITY SPECIAL ENGINEERING REQUIREMENTS** (subsection 21.2)

NIL

2. **GROWTH MANAGEMENT & SEQUENCING STRATEGY (CONDITION 3)**

Prior to registration of the Plan, the Developer shall demonstrate to the satisfaction of the City's Chief Planning and Infrastructure Services Officer, or her designate, how each of the applicable requirements of the approved Block Plan Sub Area 51-2 Growth Management Staging and Sequencing Strategy have been met.

3. **RESIDENTIAL RESERVE BLOCKS 130 and 131 (CONDITION 10)**

The Developer agrees that lands abutting Residential Reserve Blocks 130 and 131 to the west may be included within the draft approved Plan of Subdivision through application(s) to Amend the Zoning By-law that are intended to include the additional lands in the Zoning By-Law implementing the Plan of Subdivision and through an Amendment to Draft Plan Approval, provided that the following conditions are met to the satisfaction of the City's Chief Planning and Infrastructure Services Officer, or her designate:

i) a comprehensive evaluation of the planning and technical merits of the proposal, including the ability of the westerly lands on the north side of Wanless Drive to develop in accordance with the "Low/Medium Density Residential" designation of the Mount Pleasant Secondary Plan;
ii) any issues raised by interested members of the public at the statutory public meeting can be addressed;
iii) the lands to be added to the Draft Plan of Subdivision are in general conformity with the land use designations and policies of the Official Plan and the Mount Pleasant Secondary Plan; and,
iv) the lands to be added to the Draft Plan of Subdivision are in general conformity with the Mount Pleasant Secondary Plan Sub-Area 51-2 Block Plan.

4. **CREDIT VALLEY CONSERVATION (CONDITION 12b))**

The Developer:

(i) shall obtain all necessary permits from the Credit Valley Conservation (the "CVC");
(ii) shall prior to the initiation of any grading or construction on the Lands, erect a temporary snow fence barrier with filter cloth along all lands abutting Open Space (NHS) Blocks 315 to 318, both inclusive (Phase 2, Plan 2B) (the "NHS Blocks"). This barrier shall remain in place until all grading and construction on the Lands are completed;
(iii) shall, once construction is complete, erect a permanent 1.2 metre black vinyl chain-link fence along all lands abutting the NHS Blocks; and
(iv) shall not place fill, grade, construct any buildings or structures or interfere with the NHS Blocks without prior written approvals being received from the CVC.

5. **STORMWATER MANAGEMENT (CONDITIONS 17 and 18)**

The Developer shall:

(i) design and construct Stormwater Management Pond Block 136 (Phase 1, Plan 1) (the "SWMP") in accordance with the Block Plan Sub-Area 51-2 Environmental Implementation Report and Functional Servicing Report to the satisfaction of the City's Engineering and Development Services Division; and
(ii) as part of the final engineering and landscape approvals, provide planting plans for approval by the CVCA for the SWMP, if required by the City's Engineering and Development Services Division.

6. **ROADS (CONDITION 26)**

The Developer shall, to the satisfaction of the City's Engineering and Development Services Division, as part of the final engineering approvals:

(i) complete intersection improvements as required, and at no cost to the City, at the intersection of Remembrance Road and McLaughlin Road; and, at the intersection of Queen Mary Drive and Wanless Drive;
(ii) ensure that the right-of-way width at the intersection of McLaughlin Road and Wanless Drive is in accordance with the City's Standard Drawing No. 243 (Rev 2012-02-13) and the ongoing McLaughlin Road Environmental Assessment, as required;
(iii) complete lane alignment improvements, as required, at the intersection of Remembrance Road and McLaughlin Road to coincide with existing lanes at the adjacent easterly intersection of Bramtrail Gate and McLaughlin Road , including potential widening along the east side of McLaughlin Road, at no cost to the City; and
(iv) make arrangements to install a centre median, including landscaping if required, within a portion of the Queen Mary Drive right-of-way where it intersects with Wanless Drive, at no cost to the City.

7. **TRAFFIC SIGNALS (CONDITION 27)**

Prior to registration of the Plan, the Developer shall provide cash-in-lieu funds and securities, or letters of credit, to the satisfaction of the City's Engineering and Development Services Division for the installation of traffic signals as follows:

(i) the intersection of Wanless Drive and Queen Mary Drive
- cash in lieu amount - $50,000
- security or letter of credit amount - $20,000

(ii) the intersection of Queen Mary Drive and Remembrance Road
- cash in lieu amount- $70,000
- security or letter of credit amount- $70,000

(iii) the intersection of Remembrance Road and McLaughlin Road
- cash in lieu amount- $70,000
- security or letter of credit amount- $70,000

8. **PROTECTIVE HOARDING (CONDITION 32)**

Prior to the granting of a top soil stripping permit or in conjunction with the 1st engineering submission, whichever comes first, protective hoarding, to be determined through detailed design to the satisfaction of the City's Engineering and Development Services Division, is required:

(i) along the property boundary of Local Park Block 310 (Phase 2, Plan 2B);
(ii) along or beyond the drip line of any vegetation noted for preservation; and
(iii) along the boundaries of the NHS Blocks .

All hoarding will be provided and erected by the owner at their expense and to the satisfaction of the Development Engineering Services Division, prior to the pre-servicing or any construction occurring on the site, and shall be maintained by the owner in place throughout all phases of the servicing and construction of the Lands.

9. **COMMUNITY DESIGN GUIDELINES (CONDITIONS 33, 34, 36 and 41)**

For the purposes of Section 33 of this agreement, the "Sub-Area 51-2 Community Design Guidelines" are the approved Community Design Guidelines.

10. **MAINTENANCE FEE FOR LANDSCAPE ITEM(S) (CONDITION 38)**

The Developer shall pay a maintenance fee, as applicable, to the satisfaction of City's Engineering and Development Services Division, for any landscape item deemed necessary by the Developer, but which exceeds the City standard. This may include, but not be limited to special entry feature structures, irrigation systems, acoustical walls and architectural landscape elements located on public property as applicable.

11. **COMMERCIAL MASONRY WALL (CONDITION 40)**

The Developer shall construct a masonry wall of a height, and design satisfactory to the City's Engineering and Development Services Division along the boundary of Convenience Retail Blocks 132 and 133 (Phase 1, Plan 1), where they abut Street Townhouse Blocks 115 to 118, both inclusive (Phase 1, Plan 1), within one (1) year of registration of the Plan.

12. **OPEN SPACE PLANS & REQUIREMENTS (CONDITIONS 45 and 46)**

12.1 Prior to registration of the Plan, the Developer shall submit for approval a Concept Plan/Facility Fit Plan or an update thereof, if required by the City's Engineering and Development Services Division, for Local Park Block 310 (Phase 2, Plan 2B), Vest Pock Park Block 134 (Phase 1, Plan 1) and the NHS Blocks 315 to 318 (Phase 2, Plan 2B), Open Space Vista Blocks 313 (Phase 2, Plan 2B) and 135 (Phase 1, Plan 1). The Developer acknowledges that Concept Plans/Facility Fit Plans through the preparation of the Community Design Guidelines may be applicable.

12.2 The Developer shall provide detailed plans for approval, and in conjunction with the first engineering submission, detailed working drawings, as required and confirmed by the City's Engineering and Development Services Division for the development of Local Park Block 310 (Phase 2, Plan 2B), Vest Pock Park Block 134 (Phase 1, Plan 1) and NHS Blocks 315 to 318 (Phase 2 Plan 2B), Buffer Blocks 137 and 139 (Phase 1, Plan 1) and 328 (Phase 2, Plan 2A) and Stormwater Management Pond Block 136 (Phase 1, Plan 1) (the "Blocks"). The Developer shall:

(i) landscape the Blocks in accordance with the approved plans and acknowledge eligibility for development charges credit against work performed, where applicable and in accordance with City standards and the current Development Charges By-law;
(ii) provide fencing and landscaping on Residential Reserve Blocks 130 and 131 (Phase 1, Plan 1) as applicable;
(iii) comply with any approved Concept Plans/Facility Fit Plans for the Blocks as applicable;
(iv) prior to registration of the Plan, and in conjunction with the final landscape submission, provide a detailed summary of all areas of the Blocks, including quantities or areas of boulevard and buffer sod, boulevard and buffer trees,
(v) shrub beds and irrigation systems as applicable that will be installed by the Developer in accordance with final approvals and owned by the City at the assumption of the Plan; and.
(vi) be responsible, prior to the assumption of the Plan, for the development of the Blocks and any associated features as applicable, all in accordance with the approved plans and the current Development Charges By-law.

13. **VEGETATION ASSESSMENT (CONDITION 47)**

In conjunction with subclause 10.10 of this agreement, prior to the submission of any grading and servicing plans or any grading on the Lands, and prior to registration of the Plan, the Developer shall:

(i) stake the location for the sanitary sewer where the least disturbance will occur to the natural aesthetics of the public open space to the satisfaction of the City's Engineering and Development Services Division; and,
(ii) retain a Landscape Architect/Ecologist to prepare Planting and Restoration Plans for the Stormwater Management Pond 136 (Phase 1, Plan 1) for approval by the City's Engineering and Development Services Division.

14. **TREE PRESERVATION & MANAGEMENT PLAN(S) (CONDITION 48)**

Prior to assumption of the Plan, any material identified in the Tree Preservation and Management Plan(s) as hazardous or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a natural area, whether in an NHS Open Space Block, vista block or other location as determined by the City's Engineering and Development Division, shall be removed at the Developer's expense.

15. **NATURAL HERITAGE SYSTEM BLOCKS 317 AND 318 (Phase 2, Plan 2B) (CONDITIONS 50 and 51)**

15.1 The Developer shall provide, to the satisfaction of the City's Engineering and Development Services Division, restoration planting within the Open Space (NHS) Blocks 317 and 318 (Phase 2, Plan 2B) to create a woodlot edge, and on Open Space Vista Blocks 135 (Phase 1, Plan 1) and 327 (Phase 2, Plan 2B) as applicable, to ensure preservation of the woodlot on the NHS Blocks 317 and 318 in accordance with City guidelines, criteria and requirements for woodlot restoration.

15.2 In conjunction with subclause 13.1.1 of this agreement, prior to the submission of any grading and servicing plans or any grading on the Lands, and prior to registration of the Plan, the Developer shall retain the services of a team consisting of an ecologist, hydrogeologist and landscaped architect qualified in quantitative and qualitative analysis, approved by the City's Engineering and Development Services Division, to approve and monitor the grading and drainage of the Lands in relation to the measures recommended in the approved woodlot retention and management plan to minimize impact on the woodlot located on Open Space (NHS) Blocks 317 and 318 (Phase 2, Plan 2B).

16. **0.3 METRE RESERVES ALONG CONVENIENCE RETAIL BLOCKS (CONDITION 64)**

The Developer acknowledges that the 0.3m Reserve Blocks 141, 142 and 143, which abut the Convience Retail Blocks 132 and 133 (Phase 1, Plan 1) shall not be lifted until Site Plans have been approved for the Blocks in accordance with the City's Site Plan Approval procedure, as set out in Schedule G-2, Clause 6, and the location and design of access has been approved.

17. **BUFFER BLOCKS (LANDSCAPING/FENCING) (CONDITION 65)**

The Developer shall provide shrub and tree planting covering 100% of Buffer Blocks 137 and 139 (Phase 1, Plan 1) and 329 (Phase 2, Plan 2A).

18. **LANDSCAPING/FENCING ON BAFFIN CRESCENT (CONDITION 66)**

The Developer shall provide a landscape and fencing treatment where Baffin Crescent abuts McLaughlin Road to the satisfaction of the City's Engineering and Development Services Division.

19. **TELECOMMUNICATION INFRASTRUCTURE (CONDITION 80)**

In conjunction with subclause 8.2 of this agreement, prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication / telecommunication service to the Lands. In the event that such infrastructure is not available, the Developer is hereby advised that they may be required to pay for the connection to and/or extension of the existing communication / telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication / telecommunication infrastructure, the Developer shall be required to demonstrate to the telecommunication provider that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services.

20. **PEEL DISTRICT SCHOOL BOARD (CONDITION 81)**

The Developer shall undertake the following to the satisfaction of the Peel District School Board (the "PDSB"):

(i) a site inspection with the PDSB in order to assess the suitability for the construction of a school on Block 308 (Phase 2, Plan 2B);
(ii) the provision of site development plans for the school site area indicating the location of the required facilities. The PDSB requires 2.83 hectares (7 acres) for an elementary school site; and,
(iii) arrangements satisfactory to the PDSB;

- for the acquisition, or reservation for future acquisition of Block 308 (Phase 2, Plan 2B) for school purposes;
- for prohibiting stockpiling of soils or materials on Block 308 (Phase 2, Plan 2B);
- for the approval of sanitary, storm and utility easements to ensure that these easements do not interfere with approved site plans, prior to the establishment of the easements on Block 308 (Phase 2, Plan 2B); and
- to ensure that Community mailboxes are not located along the frontages of Block 308 (Phase 2, Plan 2B).

21. **HYDRO ONE BRAMPTON (CONDITION 83)**

The Developer acknowledges that:

(i) 5m x 7m Switchgear easements will be required to service the Plan. The exact location and number will be determined as part of the design process; and
(ii) easement requirements along Creditview Road, Mississauga Road and Wanless Drive in conjunction with the future road widening, will be required. This will be confirmed during the final design of the road widening.

22. **ENBRIDGE GAS DISTRIBUTION (CONDITION 84)**

The Developer:

(i) shall be responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities;
(ii) shall construct all streets in accordance with composite utility plans as submitted and approved by all utilities;
(iii) shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of the gas lines;
(iv) acknowledges that the natural gas distribution system will be installed within the proposed road allowance. In the event that this is not possible, easements will be provided at no cost to Enbridge Gas Distribution Inc.
(v) acknowledges that A 2 x 2 metre gas regulator will be provided at the intersection(s) of Remembrance Road and McLaughlin Road and coordinated with the City's landscaping and any associated entry features; and
(vi) acknowledges that the City approved street and road cross sections must show all utilities in configuration proposed for all street and road widths within the Plan with the gas location a minimum of 0.6 metres from the street line.

23. **ROGERS CABLE (CONDITIONS 85 and 86)**

Prior to registration of the Plan, the Developer shall:

(i) in conjunction with subclause 18.1.2 of this agreement, grant all necessary easements and maintenance agreements required by the Telecommunications Providers intending to serve the Plan. Immediately following registration of the Plan, the Developer shall cause these documents to be registered on title; and
(ii) with consultation with the applicable utilities and the Telecommunications Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Plan, as well as the timing and phasing of installation.

24. **BELL CANADA (CONDITIONS 87 and 88)**

The Developer:

(i) shall grant Bell Canada any easements that maybe be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of

any conflict with existing Bell Canada facilities or easements, the Developer shall be responsible for the relocation of such facilities or easements; and

(ii) acknowledges that Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.

25. **CREDIT VALLEY CONSERVATION (CONDITIONS 89 to 94, 95c) to h), 96a) & b)**

25.1 The Developer:

(i) shall complete the Environmental Implementation Report (EIR) to the satisfaction of the City and Credit Valley Conservation (CVC). If necessary, the Plan shall be redlined revised to implement the findings of the amended EIR;

(ii) shall complete the Functional Servicing Report (FSR) to the satisfaction of the City and CVC. If necessary, the Plan shall be redline revised to implement the findings of the amended FSR;

(iii) shall complete the Comprehensive Fisheries Compensation Plan (CFCP) to the satisfaction of the CVC. If necessary, the Plan shall be redline revised to implement the findings of the amended CFCP;

(iv) acknowledges that the City's Restricted Area Zoning Bylaw shall contain provisions which will place all lands within the NHS Blocks in an appropriate designation such that the Natural Heritage System (the "NHS") is protected in perpetuity;

(v) shall gratuitously convey the NHS Blocks to the City; and

(vi) shall submit to the City a Staging and Sequencing Plan for the delivery of the Natural Heritage System (the "NHS") that includes the NHS Blocks, to the satisfaction of the City and CVC.

25.2 Prior to the registration of any phase of the Plan and any site grading and servicing in the respective phases, the following information shall be prepared to the satisfaction of the City of Brampton and CVC:

(i) detailed engineering and grading plans for the respective phase and/or overall draft plan of subdivision;

(ii) appropriate sediment and erosion control measures be implemented as approved by the City of Brampton and CVC;

(iii) plans/reports demonstrating the details of the road crossing of the NHS, in particular Remembrance Road, including fulfilling the requirements for the issuance of a permit pursuant to Ontario Regulation 160/06;

(iv) a comprehensive Monitoring Plan, including adaptive management measures, be prepared and implemented in accordance with the recommendations of the Subwatershed Study and the final approved EIR and FSR;

(v) plans/reports demonstrating the details of stormwater management facility F-10 and associated outfall, including the fulfillment of all requirements for the issuance of permits pursuant to Ontario Regulation 160/06 as necessary;

(vi) plans/reports demonstrating the details of the wetland water balance mitigation techniques as per the approved EIR and FSR; and

(vii) plans/reports demonstrating the details of the Low Impact Development measures to be implemented as per the approved EIR and FSR.

25.3 Prior to the registration of any phase of the Plan, the following information will be prepared to the satisfaction of CVC and the City:

(i) plans/reports demonstrating the details of the proposed trails within or adjacent to the NHS Blocks, including fulfilling all of the requirements for the issuance of a permit pursuant to Ontario Regulation 160/06; and

(ii) confirmation from a qualified professional that the stormwater management facility F-10 has been constructed in accordance with the approved plans and is operational.

SCHEDULE G-4

REGION SPECIAL REQUIREMENTS (subsection 21.2)

The Developer hereby acknowledges that the Region of Peel may require the developer to construct a sampling hydrant (at developers cost) within proposed development. Location and the requirement for a sampling hydrant will be determined at the engineering review stage.

The Developer hereby agrees that the Developer's consultant is required to submit to the Region of Peel, Public Works Department ties to all main line valves prior to preliminary acceptance.

The Developer hereby agrees that the Developer's consultant is required to submit to the Region of Peel, Public Works Department ties to all individual water service boxes prior to final acceptance.

The Developer hereby agrees that the Developer's consultant is required to submit to the Region of Peel, Public Works Department linear ties to sanitary sewer services either at the "Y" connection for double services or at the property line for single services prior to preliminary acceptance and swing ties to the building prior to final acceptance.

The Developer hereby agrees that prior to final acceptance the Developer's consultant is required to submit to the Region of Peel, Public Works Department all engineering drawing in Micro-Station Format as set out in the latest version of the Region of Peel Development Procedure Manual.

The developer must ensure that the local watermains are sized appropriately for the type of development and magnitude of demands and that they are looped at all locations.

Prior to the release of the plan for registration, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost will be based on a "per kilometer" basis for combined watermains and sanitary sewers installed as per Regional User Fee By-law.

The Developer hereby agrees that their consultant is required to submit the "as-constructed" drawings within sixty (60) days of issuance of the Preliminary Acceptance. The Region shall hold back additional 10% on the Letter of Credit until the "as-constructed" drawings have been received in accordance with the requirements specified in the Public Works Design, Specifications & Procedures Manual.

The Developer is responsible for all claims related to any impact on neighbouring septic beds arising out of the construction of municipal works related to the development; and should the existing private services (well and septic systems) deteriorate due to the servicing of the proposed development, the Developer represents, warrants, acknowledges and agrees that satisfactory arrangements be made with the Region with respect to servicing of the existing properties within the zone of influence, and assume all costs and expenses related to the resolution of any such claims. In addition, it is the Developer's responsibility to conduct the Pre-Construction Survey of the septic beds within the zone of influence at 100% its cost, and disclose results to the Region if requested at any time, including the final report and all background material relating hereto. The Developer agrees that the results of the Pre-Construction Survey will constitute the status of the existing septic beds prior to the construction of any municipal works.

The Developer shall maintain adequate chlorine residuals in the watermains within the subdivision from the time the watermains are connected to the municipal system until such time as the Region issues final acceptance. In order to maintain adequate chlorine residuals, the Developer will be required to either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff will conduct the monitoring and testing for chlorine residual. The costs associated with the monitoring and flushing will be the responsibility of the developer as per Region's User Fee By-law.

The Developer hereby agrees that the location and the size of the proposed water service for irrigation purposes is subject to Region approval. The Developer will be responsible to ensure that the City provides a letter to the Region prior to pre-servicing approvals with respect to the estimated water usage, purpose and exact location of the water service as well as the City's commitment to utilize the water service prior to final acceptance of the subdivision. If the water service is not utilized by the City prior to final acceptance of the Subdivision the water service will require to be decommissioned at the Developer's cost. The Developer agrees that the Region of Peel will hold $10,000.00 additional security per water service to ensure that any water service that is not utilized by the City will be properly decommissioned.

The Developer hereby agrees that satisfactory arrangements are to be made with the Region to provide sanitary and water servicing for lands external to this development.

The Developer hereby agrees that prior to the issuance of building permits for all lots and blocks, satisfactory arrangements must be made with the Region with regard to water service applications and payments of the required connection charges including water meters.

The Developer and or any Builder hereby agree not to apply for building permits until the construction of all Regional works, to service this development are constructed to the satisfaction of the Region . In addition, the Region will not accept payment for connection permits until fire protection is available and all securities for the development are in place.

The Developer hereby agrees that an amount will be held back on the Letter of Credit to cover the costs of services completed by the Region that are covered under time and material basis as noted in the Region's current Development Procedure Manual. The holdback amount will be up to $15,000.00 for each occurrence.

The Developer hereby agrees that the Region shall hold back on the Letter of Credit a suitable amount until the as-constructed drawings for the development have been received as laid out in the current Development Procedure Manual.

The Developer hereby acknowledges and agrees that financing and construction of all temporary/permanent infrastructure not covered by the Current Development Charges By-law (watermains and sanitary sewers) shall be 100% the financial responsibility of the Developer.

The Developer acknowledges and agrees to construct the sanitary sewer outfall at intersection of Queen Mary Drive and future Golden Springs Drive to service this development in Phase 1 with provision for ultimate flows for Phase 2, and partially Phase 1, to be drained westerly to Edenbrook Hill Drive via future development to the west. Ultimately, the Developer will be responsible to convert the outfall node at this intersection and direct flow westerly through the future development Edenbrook Hill Drive sanitary sewer. All costs associated with design and construction of this sanitary sewer shall be the full responsibility of the Developer.

The Developer hereby agrees that a Functional Servicing Report Design Brief based on sanitary sewer flow monitoring results collected for a minimum period of 1 year shall be submitted, and downstream impact analyzed, for Empire Phase 1 Development, before Region will assess whether the Phase 1 design flows in full can be added to the Queen Mary Drive sanitary sewer downstream of the development without adversely impacting the system. If Region determines that sanitary sewer flows from Phase 1 causes risk of surcharging the system the Developer must divert flows to an alternate sanitary sewer outfall to the west to avoid adverse impact and be responsible for all design and construction costs. The Region also reserves the right to restrict the number of dwellings to be released at registration allowed to drain into the Queen Mary Drive sanitary sewer, or to decline consideration for flows from outside of Phase 1 via Queen Mary Drive outfall.

The Developer hereby acknowledges and agrees that a restriction on transfer or charge for all lots and blocks within the Plan of subdivision, save and except those to be conveyed to the City and/or the Region, shall be registered on title to the said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all Regional internal and external works to service this development have been completed to Region's satisfaction. The Developer shall be responsible for all costs in relation to said restriction on title.

The Developer hereby acknowledges and agrees that the Letter of Credit (LC) and Securities posted will not be reduced until the subdivision reaches 50% of occupancy and flow monitoring confirms that capacity is available in the downstream sanitary sewer.

The Developer hereby acknowledges and agrees that sanitary sewer flow monitoring will continue for a period of 1 year after 100% of permitted occupancy at the outfall for the development. If it is determined that flows are reaching critical pipe capacity, as set out in the Region of Peel Design Criteria, the Region reserves the right to require that the Developer divert flows to alternate outfall and the Developer

agrees to do so in a timely manner and be responsible for all associated costs , including design and construction.

Prior to the release of the plan for registration, the Developer agrees to grant/obtain (at no cost to the Region) all necessary easements for Regional infrastructures, as may be required by the Region to service this development and/or external lands free and clear of all encumbrances. All costs associated with the transfers are the responsibility of the Developer.

The Developer hereby acknowledges that prior to final approval by the City, a copy of the proposed final plan be forwarded to the Region. Prior to the Region granting clearance of the draft plan conditions of this subdivision, the following must be forwarded to the Region's Legal Services Division: a) a copy of the final M-plan; b) a copy of the final 43R-plans; and c) easement and conveyance documents required per the Subdivision Agreement.

SCHEDULE H

SPECIAL PAYMENT TERMS (subsection 28.8)

Whereas the Developer has posted security in accordance with subsection 28.1 hereof and where the Developer enters into a contract with a contractor (the "Prime Contractor") to construct storm sewers together with any grading or road works associated therewith, including sidewalks and boulevards required to be installed by the Developer under this agreement, and provided that the Developer has notified the City in writing of the name of the Prime Contractor prior to the commencement of construction, and provided that the Prime Contractor operates at arm's length to the Developer and is not otherwise under the control of the Developer, the Developer acknowledges and agrees that the City may make payment to the Prime Contractor from the securities posted by the Developer, subject to the following:

1. The Prime Contractor has delivered to the City a true copy of its invoice, addressed to the Developer for payment of the installation of sewer works.

2. Payment of the invoice has been owing to the Prime Contractor by the Developer for a period of at least ninety-one (91) calendar days or such longer period of time as may be set out for payment in the contract between the Developer and the Prime Contractor.

3. The Developer's consulting engineer has certified that the work invoiced to the Developer by the Prime Contractor for which payment is sought from the City has been completed satisfactorily in accordance with the Developer's obligations under this agreement, and has further certified the date upon which the Prime Contractor's invoice became due and payable under the Developer's contract with the Prime Contractor, and has further confirmed that the Prime Contractor has performed and continues to perform its obligations under the terms of its contract with the Developer.

4. The Prime Contractor has delivered to the City proof that the Prime Contractor has made a written demand for payment to the Developer to which the Developer has not responded for a period of at least thirty (30) days beyond the ninety-one (91) day period set out in paragraph 2 above.

5. Prior to any money being released from the security held by the City under this agreement, the Prime Contractor shall execute a release and indemnity in a form satisfactory to the City, releasing the City from any and all claims the Prime Contractor may have against the City and indemnifying the City against any and all claims for loss arising from any source whatsoever resulting from the City's payment to the Prime Contractor.

6. The Developer agrees that it shall not make any claims against the City and hereby releases and indemnifies the City of and from any claims arising from the release of any money from the security posted by the Developer or as a result of any action taken under this agreement, provided that the provisions herein are met.

7. The City shall be entitled reimbursement of its administrative costs which shall be deducted from each payment processed in favour of the Prime Contractor under this agreement set at **Three Thousand Dollars ($3,000.00).**

8. Under no circumstances will the City process a payment in favour of the Prime Contractor unless the amount claimed is at least **Twenty-five Thousand Dollars ($25,000.00).**

9. The Developer hereby acknowledges that the City is authorized to call for the reduction of the Developer's security and to authorize payments to the Prime Contractor in accordance with the terms hereof.

10. The City shall not pay out any money in excess of the estimated value of all sewers, and any road works associated with the said sewer, and grading works including sidewalks and boulevards as set out in Schedule C of this agreement, less ten percent (10%) of the total amount secured to be held for maintenance.

11. Under no circumstances will the City be obliged to draw down and pay the full amount of security it holds under this agreement. For greater certainty, the City shall not be left with less than one hundred percent (100%) of the value of uncompleted sewer works plus ten percent (10%) of the value of all completed sewer works.

12. If the City makes a payment or payments to the Prime Contractor in accordance with this agreement, the works for which the Prime Contractor receives payment from the City out of the Developer's security, shall be credited toward the Developer's obligations under this agreement, less ten percent (10%) on account of maintenance and less **Three Thousand Dollars ($3,000.00)** on account of administrative charges.

13. If the Prime Contractor exercises its rights under the Construction Lien Act (Ontario), the City shall not process any payments unless the Prime Contractor first releases any liens and obtains the court orders necessary to dismiss any actions arising out of those liens, including any claims which may shelter under the Prime Contractor's lien.

14. If any of the Prime Contractor's subcontractors or suppliers exercise their rights under the said Construction Lien Act (Ontario), the City shall not process any payments unless all such liens are first released and the court orders necessary to dismiss any actions out of those liens are first obtained by the Prime Contractor.

15. Prior to releasing any payment to the Prime Contractor, the City shall require a statutory declaration from the Prime Contractor declaring that all its subcontractors and suppliers have been paid in full.

16. The procedure set out in this Schedule shall apply to City engineering works only and shall have no application in cases where the sewer or road works are installed prior to the execution of this agreement (preservicing) and the registration of the Plan.

17. The Developer shall make explicit reference to the above clauses in any contract it enters into with a Prime Contractor for carrying out any of the works to be installed by the Developer under this agreement.

18. The City shall have no obligation to pay the Developer's Prime Contractor except in accordance herewith.

SPECIAL PAYMENT TERMS (subsection 28.8)

Whereas the Developer has posted security in accordance with subsection 28.1 hereof and where the Developer enters into a contract with a contractor (the "Prime Contractor") to construct certain Regional services such as sanitary sewers, water, and Regional roads, (the works) to be installed by the Developer under this agreement, and provided that the Developer has notified the Region in writing of the name of the Prime Contractor prior to the commencement of construction, and provided that the Prime Contractor operates at arm's length to the Developer and is not otherwise under the control of the Developer, the Developer acknowledges and agrees that the Region may make payment to the Prime Contractor from the securities posted by the Developer, subject to the following:

1. The Prime Contractor has delivered to the Region a true copy of its invoice, addressed to the Developer for payment of the installation of the works.

2. Payment of the invoice has been owing to the Prime Contractor by the Developer for a period of at least ninety-one (91) calendar days or such longer period of time as may be set out for payment in the contract between the Developer and the Prime Contractor.

3. The Developer's consulting engineer has certified that the work invoiced to the Developer by the Prime Contractor for which payment is sought from the Region has been completed satisfactorily in accordance with the Developer's obligations under this agreement, and has further certified the date upon which the Prime Contractor's invoice became due and payable under the Developer's contract with the Prime Contractor, and has further confirmed that the Prime Contractor has performed and continues to perform its obligations under the terms of its contract with the Developer.

4. The Prime Contractor has delivered to the Region proof that the Prime Contractor has made a written demand for payment to the Developer to which the Developer has not responded for a period of at least thirty (30) days beyond the ninety-one (91) day period set out in paragraph 2 above.

5. Prior to any money being released from the security held by the City for the Region under this agreement, the Prime Contractor shall execute a release and indemnity in a form satisfactory to the Region, releasing the Region from any and all claims the Prime Contractor may have against the Region and indemnifying the Region against any and all claims for loss arising from any source whatsoever resulting from the Region's payment into escrow and agreement to be bound by the dispute resolution process pursuant to the Arbitration Act, R.S.O. 1991, c.17, as amended, or to have the matter resolved by a court of competent jurisdiction.

6. The Developer agrees that it shall not make any claims against the Region and hereby releases and indemnifies the Region of and from any claims arising from the release of any money from the security posted by the Developer or as a result of any action taken under this agreement, provided that the provisions herein are met.

7. The Region shall be entitled reimbursement of its administrative costs which shall be deducted from each payment processed in favour of the Prime Contractor under this agreement set at **Three Thousand Dollars ($3,000.00).**

8. Under no circumstances will the Region process a payment in favour of the Prime Contractor unless the amount claimed is at least **Twenty-five Thousand Dollars ($25,000.00).**

9. The Developer hereby acknowledges that after substantial completion the Region is authorized to call for the reduction of the Developer's security and to authorize payments into escrow or into court of the amount in reserve if same is available where there exists a dispute between the parties;

10. The Region shall not pay out any money in excess of the estimated value of all water, sanitary sewer and any Regional road works associated with the said water, sanitary sewer and Regional road works as set out in Schedule C of this Agreement less ten per cent (10%) of the total amount secured to be held for maintenance;

11. Under no circumstances will the Region be obliged to draw down and pay the full amount of security it holds under this agreement. For greater certainty, the Region shall not be left with less than one hundred percent (100%) of the value of uncompleted water, sanitary sewer and Regional road works plus ten percent (10%) of the value of all completed water, sanitary sewer and Regional road works.

12. If the Region makes a payment or payments to the Prime Contractor in accordance with this agreement, the works for which the Prime Contractor receives payment from the Region out of the Developer's security, shall be credited toward the Developer's obligations under this agreement, less ten percent (10%) on account of maintenance and less **Three Thousand Dollars ($3,000.00)** on account of administrative charges.

13. If the Prime Contractor exercises its rights under the Construction Lien Act (Ontario), the Region shall not process any payments unless the Prime Contractor first releases any liens and obtains the court orders necessary to dismiss any actions arising out of those liens, including any claims which may shelter under the Prime Contractor's lien.

14. If any of the Prime Contractor's subcontractors or suppliers exercise their rights under the said Construction Lien Act (Ontario), the Region shall not process any payments unless all such liens are first released and the court orders necessary to dismiss any actions out of those liens are first obtained by the Prime Contractor.

15. Prior to releasing any payment to the Prime Contractor, the Region shall require a statutory declaration from the Prime Contractor declaring that all its subcontractors and suppliers have been paid in full.

16. The procedure set out in this Schedule shall apply to Regional engineering works only and shall have no application in cases where the water, sanitary sewer or Regional road works are installed prior to the execution of this agreement (preservicing) and the registration of the Plan.

17. The Developer shall make explicit reference to the above clauses in any contract it enters into with a Prime Contractor for carrying out any of the works to be installed by the Developer under this agreement.

18. The parties agree that if for any reason the Region has released securities or is unable to cash or access the Letter of Credit, there shall be no claim against the Region available to the Prime Contractor.

19. The Region shall pay monies into escrow, or into a court of competent jurisdiction where there is a dispute between the Developer and the Prime Contractor.

20. The parties shall submit to arbitration pursuant to the Arbitration Act, R.S.O. 1991, c.17 as amended, or shall have their dispute finally decided by a court of competent jurisdiction.

21. The Region shall pay monies out of escrow in accordance with the final award under the Arbitration Act, R.S.O. 1991, c. 17 as amended or pursuant to the final determination of a court of competent jurisdiction.

22. The Region shall have no obligation to pay the Developer's Prime Contractor except in accordance herewith.

2 Wellington Street West
Brampton, Ontario L6Y 4R2
905-874-2616

BRAMPTON
Flower City

SCHEDULE I
(subsection 6.2)

AN IMPORTANT NOTICE TO NEW HOME PURCHASERS

FROM THE

CITY OF BRAMPTON

The Mayor and members of City Council are pleased that you are considering the purchase of a new home in Brampton. To help you make the right choice, our City Hall staff can provide answers to many questions about this development and the surrounding community.

You are encouraged to first view the Homebuyers' Information Map displayed in this sales office, which you have received a copy of, and if you have any further questions, please contact any of the City departments listed on the map at your convenience.

Have you considered the following facts on the Homebuyers' Information Map before purchasing a new home in this subdivision?

- The map shows that there will be several types of housing in the subdivision, including townhouses and apartment buildings. If you are concerned, please call 905-874-2050.

- Sites shown on the map for future schools, apartments, townhouses, churches, shopping plazas, parks, etc. could have driveways anywhere along their street frontage. If you are concerned, please call 905-874-2050.

- Some streets in this subdivision will be extended in the future and temporary access roads will be closed. If you are concerned, please call 905-874-2050.

- There may be catchbasins or utility easements located on some lots in this subdivision. If you are concerned, please call 905-874-2532.

- Some lots and development blocks will be affected by noise from adjacent roads, the Railway, industries, or aircraft, and warnings will apply to purchasers. If you are concerned, please call 905-874-2472.

- The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you are concerned, please call 905-874-2472.

- Valleys and stormwater management ponds in this subdivision will be left in a natural condition with minimal maintenance or no grass cutting. If you are concerned, please call 905-874-2338.

- Door-to-door mail delivery will not be provided in this subdivision and Community Mail Boxes will be directly beside some lots. If you are concerned, please call 1-800-267-1177.

- School and church sites in this subdivision may eventually be converted to residential uses and houses will be built instead. If you are concerned, please call 905-874-2050.

- Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you are concerned, please call 905-874-2532.

- The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you are concerned, please call 905-874-2441.

- A warning clause shall be entered into all offers of Purchase and Sale, for all Lots or Blocks abutting all designated parks, open space and stormwater management blocks advising potential purchasers that the adjacent land may contain active recreational facilities. Purchasers are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the City of Brampton Community Design, Development Engineering Services Division at (905)874-2322.

FOR FURTHER GENERAL INFORMATION ON PROPOSED AND EXISTING LAND USES, PLEASE CALL THE CITY OF BRAMPTON, PLANNING AND INFRASTRUCTURE SERVICES TELEPHONE (905) 874-2050.

SCHEDULE J

PART 1

GENERAL NOTICE PROVISIONS
Draft Plan 21T-11012B

The Developer shall provide the following warnings **in bold type,** in the following manner, for all lots and blocks within the Plan:

a) a statement indicating that Blocks 112 to 118, Blocks 121 to 129 (Phase 1, Plan 1) Blocks 241 to 269, Blocks 273 to 278, Blocks 297 to 304 and Block 326 (Phase 2, Plan 2A) will be developed for townhouse uses.

b) a statement indicating that Blocks 132 and 133 (Phase 1, Plan 1) will be developed for convenience commercial uses, including a gas bar and car wash. Residents living in proximity to Blocks 132 and 133 (Phase 1, Plan 1) may experience noise, lighting impacts and other activities associated with a commercial plaza. For more information, please call the City of Brampton, Planning and Building Division at (905) 874-2050.

c) a statement indicating that Open Space (NHS) Blocks 315 to 318 (Phase 2, Plan 2B) will be developed as part of a Natural Heritage System containing important environmental features and systems, and in accordance with the approved Huttonville and Fletcher's Creeks Subwatershed Study these Blocks are to be left in a naturalized state in order to preserve, protect and enhance the Natural Heritage System. These Blocks may receive minimal maintenance such as the periodic removal of paper and debris, vegetation removal and grass cutting. A green system trail may be located within portions of Blocks 315 to 318 (Phase 2, Plan 2B) and residents living in proximity to the green trail may be disturbed by lighting and pedestrian activity. Residents are encouraged to use the green trail system in order to better preserve and protect the natural environment systems and features contained in Blocks 315 to 318 (Phase 2, Plan 2B), and also to avoid activities such as pesticide usage, dumping of grass clippings, removal of vegetation, and other contact that might damage the natural environment. For further information, please contact the Manager of Environmental Planning, City of Brampton, Planning and Infrastructure Services Department at (905) 874-2050 and/or Credit Valley Conservation at (905) 670-1615.

d) a statement indicating that Block 134 (Phase 1, Plan 1) shall be developed as a "Vest Pocket Park", and that Block 310 (Phase 2, Plan 2B), shall be developed as part of a northerly future "Local Park" as designated and defined in the Mount Pleasant Secondary Plan. Park Blocks 134 (Phase 1, Plan 1) and 310 (Phase 2, Plan 2B) will be developed as actives parks and may contain play equipment, lighted walkways, landscaping, passive use free play areas, and a multi-purpose pad. Residents close to Park Blocks134 (Phase 1, Plan 1) and 310 (Phase 2, Plan 2B) may be disturbed by noise and night lighting from this park. For more information, please contact the City of Brampton Engineering and Development Services Division at (905) 874-2050.

e) a statement indicating that Blocks 137 and 139 (Phase 1, Plan 1) and Block 328 (Phase 2, Plan 2A) shall be developed as Buffer Blocks. For information regarding, the maintenance, fencing and landscaping of these Blocks, please contact the City of Brampton Engineering and Development Services Division at (905) 874-2050.

f) a statement indicating that Block 135 (Phase 1, Plan 1) Block 313 (Phase 2, Plan 2B) shall be developed as Vista Blocks. Vista Blocks 135 (Phase 1, Plan 1) and 313 (Phase 2, Plan 2B) are intended for passive recreational opportunities affording residents views into the abutting Natural Heritage System Block 318(Phase 2, Plan 2B) and access to a potential Green Trail System. Residents close to Vista Blocks 135 (Phase 1, Plan 1) and 313 (Phase 2, Plan 2B) may be disturbed by noise and other activities generated by users. For additional information on the development of these Blocks, including the level of maintenance, fencing and landscaping of these Blocks, please contact the City of Brampton Engineering and Development Services Division at (905) 874-2050.

g) a statement indicating that Block 136 (Phase 1, Plan 1) will be developed as a Stormwater Management Pond. For additional information on the development of Block 136 (Phase 1, Plan 1) including the level of maintenance, fencing, landscaping and a potential trail, please contact the City of Brampton Engineering and Development Services Division at (905) 874-2050.

h) a statement which advises the prospective purchasers that mail delivery will be from a designated Community Mailbox and that the builder shall notify the purchaser of the exact Community Mailbox locations prior to the closing of any sales.

i) a statement to the satisfaction of Brampton Transit that the City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage.

j) a statement indicating that gates are not permitted in fences for lots abutting Local Park Block 310 (Phase 2, Plan 2B), Open Space (NHS) Blocks 315 to 318 (Phase 2, Plan 2B), Vista Blocks 135 (Phase 1, Plan 1) and 313 (Phase 2, Plan 2B) and Stormwater Management Pond Block 136 (Phase 1, Plan 1)

k) a statement indicating that the City of Brampton Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.

l) a statement indicating that the offer of purchase and sale may contain itemized charges for features covered in the City's subdivision agreement. These features may include street trees, planted rain gardens in boulevard bio-swales, driveway paving that could include permeable pavers, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905) 874-3448.

m) a statement indicating that the City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.

n) a statement indicating that although the developer is required to provide trees at regular intervals on the public boulevards within this subdivision, local site conditions may not allow for a tree to be planted in front of some homes.

o) a statement indicating that the design features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, in the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over builders' sales brochures.

p) a statement indicating that this community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder the particular situation for the model and lot you intend to purchase.

q) the following clauses to the satisfaction of The Dufferin-Peel Catholic District School Board, until the permanent school for the area has been completed:

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

(ii) "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."

r) the following clause to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:

> ***"Whereas despite the best efforts of the Peel District School Board, 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 bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools."***

s) a statement advising prospective purchasers that:

i. Queen Mary Drive will be extended to the north in the future as part of a collector road:

ii. Remembrance Road is part of a transit spine collector road that will be extended to the west in the future; and,

iii. that Edsel Road/Desire Cove may be extended to the west in the future to accommodate the potential redevelopment of westerly existing lands on the north side of Wanless Drive south of NHS Block 318 (Phase 2, Plan 2B) in accordance with the "Low/Medium Density Residential" designation in the Mount Pleasant Secondary Plan and in this respect Residential Reserve Blocks 130 and 131(Phase 1, Plan 1have been set aside to accommodate this possibility. For more information, please call the City of Brampton, Planning and Building Division at (905) 874-2050.

t) a statement indicating that City Council has approved the entire Mount Pleasant Secondary Plan community as a unique urban, transit oriented community through:

i. increased densities and a mix of uses and built forms at various nodes that are located in the vicinity of the intersections of Veterans Drive and Sandalwood Parkway, Veterans Drive and Wanless Drive and Remembrance Road (Veterans Drive extension) and Creditview Road;
ii. laneway townhouse development;
iii. live/work units;
iv. on-street parking/lay-by parking
v. on-street bike lanes;
vi. enhanced paved crosswalks; and,
vii. reduced street right-of-way widths.

Residents should be aware of these features and conditions when moving through the community.

u) a statement that Veterans Drive/Remembrance Road runs through the community and is intended to provide residents with enhanced transit service and connectivity to the Mount Pleasant GO Station. Veterans Drive/Remembrance Road comprises two lanes of pavement to accommodate vehicles and busses with a central third lane dedicated to left-hand turns, on-street dedicated bike lanes and lay-by parking in select areas. Residents should be aware of these features and conditions when using this road. For more information regarding transit service, please call Brampton Transit at (905) 874-2750.

v) a statement indicating that this is one of a number of development applications approved by City Council within the Mount Pleasant Secondary Sub-Area 51-2 Block Plan lands bounded by Wanless Drive, McLaughlin Road, Mayfield Road and Creditview Road. For further information with respect to the development of the entire Sub-Area 51-2 lands, interested purchasers should review the overall approved homebuyers information map or call the City of Brampton Planning and Building Division at (905) 874-2050.

w) a statement indicating that for additional information with respect to the development of the balance of the Mount Pleasant community bounded by Mayfield Road, Creditview Road, Mississauga Road and a portion of Bovaird Drive West, information can be accessed from the City of Brampton website or by calling the City of Brampton Planning and Building Division at (905) 874-2050.

v) a statement indicating that Block 308 (Phase 2, Plan 2B) is intended to be developed for a Public Junior Elementary School, however, if it is not developed for school purposes this 2.7 hectare (6.6 acre) parcel of land could be developed for single detached, semi-detached or townhouse uses. For confirmation regarding the use of Block 308 (Phase 2, Plan 2B) as a public junior elementary school and timing for construction and opening of a school please contact the Peel District School Board. For further information concerning the possibility of residential uses on this Block, please contact the City of Brampton Planning and Building Division at (905) 874-2050.

w) a statement indicating that for those lots and Blocks that have a noise attenuation fence and berm located inside the lot line within the side and/or rear yard, that the noise attenuation fence shall not be altered or removed, and it shall be the responsibility of the owner of the lot or Block to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot.

x) a statement indicating that schools, parks and townhouses in this subdivision could have driveways anywhere along their street frontage.

y) a statement indicating that a centre median, including landscaping if required, will be installed within a portion of the Queen Mary Drive right-of-way where it intersects with Wanless Drive, to restrict traffic movements. Residents could experience delays at these intersections, with residents in close proximity to the median experiencing some delays in entering and exiting their driveways. For further information, please contact the Transportation Planning Section of the City of Brampton Engineering and Development Services Division at (905) 874-2050.

z) a statement indicating that an existing approved veterinary hospital is located within the existing building located at 670 Wanless Drive. 670 Wanless Drive is located south-west of Felix Close and is adjacent to the south-east corner of NHS Open Space Block 318 (Phase 2, Plan 2B). Periodically, residents in proximity to the veterinary hospital may experience noise and other potential disturbances.

SCHEDULE J
(Section 35)
(continued)

PART 2 SPECIFIC NOTICE REQUIREMENTS

The following notices are for the information of the purchasers and tenants of the following lots and blocks shown on the Plan:

1.

1.1 Lands Affected

Lots 1 to 22, Lots 69 to 85, Lot 130, Lot 131, Lot 141, Lot 142 and Lots 148 to 151(Phase 2, Plan 2B) and Lots 103 to 111 (Phase 1, Plan 1).

1.2 **Notice Provision**

The adjacent public lands (i.e. NHS Blocks 315 to 318 (Phase 2, Plan 2B) and Stormwater Management Block136 (Phase 1, Plan 1) will remain as a low maintenance environment.

2.1 **Lands Affected**

Townhouse Blocks 262 to 265, both inclusive and 304 (Phase 2, Plan 2A)

2.2 **Notice Provision**

Until such time as the collector road network has been complete and transit service extended to operate through the Lands, the walk distances to access transit service from some units on Golden Springs Drive may exceed Brampton Transit standards for service coverage.

SCHEDULE K

ACKNOWLEDGEMENT

Draft Plan of Subdivision 21T-11012B

Registered Plan of Subdivision 43M-1969 (the "Plan")

DEVELOPER:

BUILDER:

I/We, the purchaser(s) of Lot , shown on the Plan acknowledge that I/we have received from _____ and have examined the following documents: (NAME OF DEVELOPER/BUILDER)

1. A copy of Schedule A to the Preliminary Subdivision Agreement for the Plan and Schedule I to the subdivision agreement for the Plan entitled "An Important Notice to New Home Purchasers from the City of Brampton";

2. A copy of the Preliminary Homebuyers' Information Map for the Plan;

3. A copy of the Detailed Homebuyers' Information Map for the Plan;

4. A copy of Schedule B to the Preliminary Subdivision Agreement for the Plan, and Schedule J to the subdivision agreement for the Plan, entitled "Notice Provisions"; and

5. A copy of Schedule E to the subdivision agreement for the Plan, entitled "Noise Attenuation Statement".

DATED at this day of , 2014.

SCHEDULE L

SERVICES PROVIDED IN LIEU OF THE PAYMENT OF DEVELOPMENT CHARGES

1. Definitions:

(a) **"Actual Cost of the Services"** shall mean the following costs incurred in respect of the Services:

(i) earthworks and grading costs,
(ii) construction costs,
(iii) utility relocation costs,
(iv) topographical surveys,
(v) consulting, engineering and landscape architectural fees, and other related costs as certified by the engineer, and as approved by the Chief Planning and Infrastructure Services Officer;

And shall **not** include

(i) the cost of any temporary infrastructure required to facilitate the construction of the Services, as determined by the Chief Planning and Infrastructure Services Officer;
(ii) the additional costs associated with the design and construction of road works to a higher standard, to accommodate for the early delivery of the infrastructure, as determined by the Chief Planning and Infrastructure Services Officer;
(iii) land acquisition costs, including, but not limited to related documentation, such as surveys;
(iv) the transactional costs incurred by the Developer in connection with entering into this Agreement or arrangement, including, but not limited to, the legal, consulting, and study fees, save and except for any transactional costs that are already included in the City's Development Charge Background Study;
(v) the costs borne by the City to consider this arrangement, including, but not limited to, the costs of legal services, consultants, and studies required to prepare the Agreement;
(vi) the cost for the City to review the plans and tender documents, and the cost of undertaking a pre-acceptance inspection of the infrastructure by an independent consultant; and
(vii) any engineering fees paid to the City.

(b) **"Agreement"** means this subdivision agreement, including all appurtenant schedules.

(c) **"Engineer"** means an independent consulting engineer or engineers retained by the Developer and approved by the Chief Planning and Infrastructure Services Officer to design and supervise the construction of the Services, recognizing that the design and construction supervision portions of the Services may be carried out by different engineers.

(d) **"Services"** means all works and services required to complete **Remembrance Road** as laid out by the Plan, including, without limitation, all signalization and all other associated works and services which are external to the Plan, which Services shall also be considered to be Works for the purposes of the Agreement.

2. Development Charges

(a) Authority for Credit Agreement

The Developer hereby specifically acknowledges that this Agreement is a credit agreement under the *Development Charges Act, 1997* in relation to the Services which the developer has agreed to provide. The Developer acknowledges that it has requested that the City enter into a credit agreement for the Developer's benefit and that by entering into this Agreement the Developer becomes entitled only to credits towards development charges, as provided in the *Development Charges Act, 1997*, being the component of the development charges related to the services in Development Charge By-law No.227-2009. Said credits shall be issued by the City to the Developer

in the form of cash compensation, the amount(s) of which shall represent reimbursement of the Developer's reasonable costs to provide the Services, in accordance with the provisions of section 3 herein, and shall be hereinafter referred to as "Cash Compensation".

(b) Not a Front-Ending Agreement

The Developer further specifically acknowledges that this Agreement is not a Front-Ending Agreement as provided for in Part III of the *Development Charges Act, 1997* and that the front-end payment scheme provided for in Part III, requiring reimbursement from owners in a defined benefiting area, is specifically not being utilized.

(c) No Prohibition against Imposition of Additional or Other Charges

The Developer acknowledges that nothing in this Agreement precludes or prohibits the City from including a service or services in Development Charge By-law No. 227-2009 which is or are not included in said by-law as of the date of execution of this Agreement by way of amendment to said by-law and from imposing such development charges as may be related to said service or services against development of the Developer's lands.

3. Cash Compensation

(a) Amount of Cash Compensation

The Developer shall be entitled to receive aggregate Cash Compensation in the following amount, subject to the conditions noted in this Agreement: the lesser of (a) **$1,614,571.00** or (b) 50% of the Actual Cost of the Services as approved by the Chief Planning and Infrastructure Services Officer in accordance with the provisions of this Agreement.

(b) Cash Compensation shall be paid only when all conditions and performance criteria of this Agreement, and all other agreements in connection with the Services, have been met to the satisfaction of the Chief Planning and Infrastructure Services Officer and to the satisfaction of the City Solicitor.

(c) The City shall determine the Actual Cost of the Services following their completion in accordance with this Agreement, thirty (30) days after the following:

(i) the City has received an invoice from the Developer for the amount of the Actual Cost of the Services, certified by the Engineer; and
(ii) Final Acceptance of the Works in accordance with Section 30 of this Agreement.

(d) Prior to the Developer submitting an invoice for the Actual Cost of the Services, the Engineer shall submit all documentation pertaining to the Actual Cost of the Services as required by the Commissioner of Works & Transportation for approval. The documentation submission shall include but not be limited to the following:

(i) an electronic and a hard copy of the as-built construction drawings;
(ii) Supporting documentation for the final construction costs including all final quantities of work;
(iii) supporting documentation for the actual engineering design, inspection and testing fees;
(iv) supporting documentation required for City Engineering review of fees actually incurred; and
(v) supporting documentation for any outstanding or incomplete work.

(e) The documentation shall be submitted in a single comprehensive package.

(f) The parties acknowledge and agree that the costs of the items listed in section 1(a) (vi) to 1(a) (xii), inclusive, for the Services shall be borne entirely by the Developer, and shall not be eligible for Cash Compensation.

(g) Interim Cash Compensation

The Developer shall be entitled to receive interim Cash Compensation payments pursuant to this Agreement, from time to time, but not earlier than **2019** , in amount(s) equal to 50% of the value of such security reductions which directly relate to the Services as are made in accordance with section 28.4 of this Agreement, provided that the aggregate of all interim Cash Compensation payments shall not exceed **$1,453,113.90** (representing **$1,614,571.00** less 10%, which 10% shall be retained until such time as the Actual Cost of the Services have been determined by the City and all Cash Compensation adjustments, to the extent necessary, have been completed). Such interim Cash Compensation shall be issued immediately following the security reductions noted herein, subject to the limitations of this Agreement.

(h) Final Determination of Cash Compensation Owing, Timing, and Adjustments

Immediately upon the City's determination of the Actual Cost of the Services, but not earlier than **2019** , the City shall make a final determination as to the total amount of Cash Compensation due to the Developer in accordance with this Agreement. Where, having taken into account such interim Cash Compensation payments as have been issued to the Developer, additional Cash Compensation is due, such additional Cash Compensation owing shall be issued to the Developer. Where the City has determined that the aggregate of all interim Cash Compensation payments issued to the Developer exceed the aggregate amount of Cash Compensation due to the Developer in accordance with this Agreement, the Developer shall immediately reimburse the City to the extent of any such overpayment of Cash Compensation, and failing such immediate reimbursement, the City shall, in addition to such other remedies as may be available to it, be entitled to draw upon the Security posted in accordance with section 28.1 of this Agreement to the extent of the required reimbursement.
The dates for the interim and final cash compensation payments referred to in this Schedule, **are based on the current Capital Forecasts** but may be adjusted and/or accelerated by the City, in its sole and absolute discretion, based on a Council approved Capital Program or such other Council authorization which is approved in a subsequent year, without the need for amendment to this agreement.

(i) Limitation of Development Charge Credits

The Developer shall not be entitled to receive any development charge credits for any part of the cost of the Services that relates to an increase in the level of service that exceeds the City's average level of service as determined by the City in accordance with the *Development Charges Act, 1997*. The Developer acknowledges that the Developer is responsible for paying all other eligible development charges.

(j) Acknowledgment and Waiver

The Developer acknowledges and agrees that the City shall not be obligated to recover moneys from any other or future benefiting owners and to pay the same to the Developer as compensation for their provision of the Services. The Developer hereby waives all rights to assert or to claim any right against the City for reimbursement for the costs of the Services except in the form of development charge credits and to the extent noted herein.

4. Transfer of Development Charge Credit(s)

(a) Transfer to Successors in Title

The Developer acknowledges that the entitlement to development charge credits, including Cash Compensation and interim Cash Compensation, shall accrue to a successor in title to

the Developer, in the event that title to the Developer's lands is transferred prior to the entitlement to any Cash Compensation or interim Cash Compensation contemplated under this Agreement.

5. **Single Source Delivery of Development Charge Funded Road Infrastructure Guidelines**

The Developer acknowledges that this Schedule L shall constitute a Single Source agreement in accordance with the City's Single Source Delivery of Development Charge Funded Road Infrastructure Guidelines (the "Guidelines"). The Developer agrees to comply with the requirements of the Guidelines for the purposes of the delivery of the Services to the City.

The Developer agrees that all work required for the construction of the Services by the Developer shall be contracted for by the Developer by means of a contract or contracts awarded following a tendering process which shall be undertaken as follows:

(i) all tender documents shall be in a form acceptable to the Chief Planning and Infrastructure Services Officer and the City Treasurer;

(ii) the tendering process shall be undertaken by and at the expense of the Developer and in a manner as closes as practicable to the City's usual tendering process;

(iii) the City shall at all times be afforded an opportunity to monitor and participate in the tendering process, and shall be entitled to require changes to the process which may in the opinion of the Chief Planning and Infrastructure Services Officer and the City's Treasurer be required for the process to conform with or to be analogous with the City's usual tendering process; and

(iv) subject to the City's approval or direction, the Developer shall enter into the contract contemplated in the tender documents with the lowest responsive bidder as recommended by the Engineer.

6. **Council Approval**

Notwithstanding anything herein contained, the City shall not be required to provide any cash compensation, or provide any payment or credits whatsoever to the Developer, and this Agreement shall not be considered to be a valid and binding credit agreement under the Development Charges Act, 1997, until such time as Council of The Corporation of the City of Brampton has approved both the execution of a credit agreement for the provision of the Services, as well as the budget/funding of same. The Developer agrees and acknowledges that any failure or refusal by said Council to approve a credit agreement or the budget/funding of same, in respect of the Services, shall in no way relieve the Developer from its obligation to complete the Services and works as required by this Agreement.

Approved as to content– PIS
15/7/14

Approved as to content– FIS
15/7/14

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C. 19, as amended, and the Regulations made thereunder from time to time (all of which are hereinafter referred to as the "Act"),

BY: **CHACON REMEMBRANCE INC.**
(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Brampton, and being more particularly described in Schedule "A", attached hereto, and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act, and which lands are sometimes referred to as the "Lands" or the "Property";

AND WHEREAS the Declarant has constructed buildings on the Property containing various units as more particularly described in this Declaration;

AND WHEREAS the Declarant intends that the Lands and interests appurtenant to the Lands, together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

1.1 **Definitions** – All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

(a) "Applicable Zoning By-laws" means the zoning by-laws, rules or regulations (as amended from time to time) of the City of Brampton or any governmental authority having jurisdiction;

(b) "Board" means the Corporation's Board of Directors;

(c) "Building" means the five (5) buildings constructed or to be constructed by the Declarant upon the Lands;

(d) "Bulk Water Bill" means the bulk invoice for water supplied to the Property as a whole received by the Corporation from the local water authority pursuant to a reading taken by such authority on a bulk meter basis;

(e) "By-Laws" means the by-laws of the Corporation enacted from time to time;

(f) "Commercial Unit(s)" – means Units A101 to A103 inclusive on Level 1 in Building A; Units B101-B106 inclusive on Level 1 in Building B; Units C101 and C102 inclusive on Level 1 in Building C; Units D101-D103 in Building D; units E101-E104 inclusive on Level 1 in Building E;

(g) "Common Elements" means all the Property except the Units, including but not limited to services; the waste/garbage disposal rooms; the electrical service rooms; the sprinkler rooms; the transformer, the loading spaces; the elevator; building entrance area and corridor stairs; the exterior parking areas, curbs, driveways and entrance features; the exterior landscaped areas, entrance features and facilities; and the outdoor pedestrian walkways;

(h) "Condominium" or "Corporation" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and the Description;

(i) "Extraordinary Expenses" means the consumption of any utility, or service that is excessive or extraordinary in relation to the consumption or use by any other Unit as determined by the Board acting reasonably;

(j) "Owner" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;

(k) "Pylon Sign Units" mean the two concrete pads on which the pylon sign structures are located or will be located on the Common Elements of the Condominium Corporation, being Unit Z101, Level 1;

(l) "Rules" means the rules passed by the Board in accordance with the provisions of the Act;

(m) "Units" means all portions of the condominium designated as a unit, collectively, as the context may require;

(n) "Unit Owner's Individual Servicing System" means any mechanical or electrical system (including, without restricting the generality of the foregoing, any heating, cooling, air conditioning, refrigeration, plumbing, ecology, environmental air filtration, fire protection, fire alarm, sprinkler, sound insulation, heat insulation or ventilation system) and any signage display, lighting displays and advertising or business identification installations (including any awning, canopies and posters) which exclusively services any one Unit (or any adjacent Units owned by the same Owner or any persons affiliated or associated with such Owner) and the installation of which were not paid for by the Condominium but are being paid for and installed at the expense of the Owner of any such Unit benefiting from such servicing system, display or installation as referred to herein.

1.2 **Statement of Governance** - The Act shall govern the Lands and interests appurtenant to the Lands, as described in Schedule "A", and as the Lands and interests are described in the Description.

1.3 **Standard Condominium Corporation** – The registration of the Declaration and Description will create a freehold, standard condominium corporation.

1.4 **Consent of Encumbrancers** – The consent of every person having a registered mortgage against the Lands or interests appurtenant to the Lands described in Schedule "A," and as the Lands and interests are described in the Description, is contained in Schedule "B" attached hereto.

1.5 **Boundaries of Units and Monuments** – The monuments controlling the extent of the Units are the physical surfaces and vertical plane governed by measurements mentioned in the boundaries of Units in Schedule "C" attached hereto.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, each Unit shall include all partition walls, all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including the Unit Owner's Individual Servicing System, and the branch piping extending to, but not including, the common pipe risers which provide services to that particular unit only. Provided however, that each Unit shall exclude all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including fire hose cabinets and appurtenant equipment, fire alarms or sprinkler systems, concrete floor slabs, all exterior doors and windows, any part of the roof assembly, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular Unit as hereinbefore set out which supply service or support to another Unit or the common elements.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, of the Pylon Sign Unit shall include any equipment and any and all appurtenant fixtures, wires, cables, conduits etc. which may have been or are to be installed in the future for the specific purpose of providing the means whereby the Pylon Sign Unit may function for the purpose designed.

1.6 **Common Interest and Common Expenses** – Each owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution shall each be one hundred (100%) per cent.

1.7 **Address for Service and Mailing Address of the Corporation** – The Corporation's address for service and mailing address shall be Chacon Remembrance Inc., 25 Sun Pac Blvd., Unit #1 Brampton, ON L6S 5P6, or such other address as the Corporation may by resolution of the Board determine.

1.8 **Municipal Address of the Corporation** – The Corporation's municipal address shall be 25 Sun Pac Blvd., Unit #1 Brampton, Ontario L6S 5P6.

1.9 **Approval Authority Requirements** – The conditions imposed by the approval authority to be included in this Declaration are set out in subsection 4.7.

1.10 **Certificate of Architect/Engineers** – The certificate(s) of the architect and/or the engineer(s) that the building on the Lands has been constructed in accordance with the regulations made under the Act, is/are contained in Schedule "G" attached hereto.

ARTICLE II
COMMON EXPENSES

2.1 **Meaning of Common Expenses** – "Common expenses" means the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated as common expenses in the Act and this Declaration, and without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

2.2 **Payment of Common Expenses** – Each Owner shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the By-laws and the assessment and collection of the contributions toward the common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by such Owner's employee, customer, tenant, invitee or licensee, or as a result of any breach or non-compliance with any Applicable Zoning By-laws, or other laws or regulations, or by reason of an extraordinary expense and which is directly attributable to the use made by an owner of a Unit or by such Owner's employee, customer, tenant, invitee or licensee as aforesaid, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

2.3 **Reserve Fund**

(a) The Corporation shall establish and maintain one or more Reserve Funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation in accordance with the provisions of the Act .

2.4 **Status Certificates** – The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III
UNITS

3.1 **General Use** – The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

(a) No Unit shall be occupied or used by anyone in a manner as is likely to damage or injure any person or property (including any other Units or any portions of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or the Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Units or their respective Common Elements, or that may result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws and/or any agreement authorized by by-law. If a Unit is occupied or used by anyone in such a manner as to result in damage or injury to any person or causes latent or patent damage to any Unit or any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation as a result of the Owner's use or breach, and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's use or breach. All payments pursuant to this clause are deemed to be additional contributions towards the common expenses and recoverable as such.

(b) The Owner of each Unit shall comply and shall require all occupants, tenants, invitees, licensees, employees, agents, contractors and customers in the Unit to comply with the Act, the Declaration, the By-laws and all agreements authorized by By-Law and the Rules.

(c) Each Owner of a Unit may make such modifications within the Unit which, if such modifications were outside the Unit would constitute a Minor Installation onto the Common Elements in paragraph 4.6(a) of this Declaration without having to comply with the requirements for making a Minor Installation onto the Common Elements, save and except the Owner shall comply at all times with paragraph 4.6(a) and paragraph 4.6(d), provided however, no Owner of a Unit may make such modifications which would increase the gross floor area of the Unit as defined in the Applicable Zoning By-laws.

(d) The Corporation, and where applicable, each Owner, tenant and/or occupant of a Unit shall ensure that the Common Elements (including all internal sidewalks fronting such Unit) shall be free of any obstructions or encumbrances.

3.2 **Commercial Units**

(a) Subject to paragraph 3.2(d), no Commercial Unit or Pylon Sign Unit shall be used for any purposes or in any manner which:

(i) shall constitute a nuisance to, or otherwise unreasonably interfere with the Owners or occupants of the Condominium;

(ii) results in the storage of any hazardous or noxious chemicals or materials;

(iii) substantially increases the security costs for guarding or maintaining the Property (which costs can be assessed against the Owner as common expenses and recovered as such);

(iv) constitutes a breach or contravention of any Applicable Zoning By-Law; or

(v) is contrary to or in con-compliance with any restrictive covenants or restrictions established by the Declarant or by any entity on its behalf and which are registered on title to a Unit or any portion of the Property.

For the purposes of this subsection, the term "nuisance" shall include but shall not be limited to any condition, activity or situation that: (1) creates excessive noise, vibrations, unsightly or unpleasant views or odours; (2) is dangerous or potentially harmful or risky to health or safety; (3) is offensive to community moral standards; (4) constitutes loitering or gathering on the Common Elements for no apparent reason or for a reason without the prior approval of the Condominium Corporation; and (5) creates excessive pedestrian or vehicular traffic or obstructions on the Common Elements.

The foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining Commercial Units as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Commercial Units have been sold by the Declarant.

(b) In addition to the foregoing and in order to protect the business interests of the Owners and tenants from time to time, the following uses are prohibited:

(i) an adult entertainment parlour, or an adult bookstore, video store or other adult facility principally selling or displaying adult paraphernalia or pornographic books, literature or videotapes or digital video discs (material shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to, or viewing by, children under 18 years old);

(ii) a massage parlour;

(iii) an escort service;

(iv) a business whose principal business is the sale of fireworks or firecrackers of any kind:

(v) an auction, flea market, pawn shop or similar type business; or

(vi) a bingo parlour, off-track betting office or other business involving similar games of chance.

(c) Subject to the provisions as set out in this Declaration, each Commercial Unit may be occupied and used for any lawful purpose permitted by the Applicable Zoning By-Laws for the Property from time to time. Owners and their tenants, occupants, licensees or any other person utilizing such Owner's Unit(s) shall not use, occupy or engage within or from such Commercial Units in any of the following business operations which shall constitute exclusive business uses available for the Commercial Units from time to time ("Exclusive Business Uses") (unless two or more contiguous Commercial Units are owned by the same Owner and are operated as one of the following business operations), if such Exclusive Business Use is already being carried on in another Commercial Unit as at the date that such Owner, tenant, occupants, licensees or any other person utilizing such Owner's Unit seeks to engage in such Exclusive Business Use:

(i) **East Indian Grocery Store** : a grocery store for the sale of traditional East Indian food groceries, including sweets, fresh fruits, vegetables, meat, poultry and fish, without kitchen facilities, whereby the foods sold are primarily for preparation and consumption off the premises; and provided that any restaurants in the Condominium shall be entitled to sell East Indian foods as part of their dining menus;

(ii) **East Indian Restaurant**: a restaurant, with eat-in seating facilities and such take-out facilities for consumption of prepared foods off the premises as may be in compliance with applicable zoning bylaws and limited to the sale of prepared East Indian foods, snacks and sweets, provided that any grocery store in the Condominium shall also be entitled to sell the specific items listed therein;

(iii) **Pizza Delivery Restaurant**: a standard take-out and delivery restaurant, with limited seating facilities in compliance with applicable zoning bylaws for the primary sale and delivery of pizza, and the ancillary sale of such products as chicken wings, salads, garlic bread and beverages;

(iv) **Convenience Store**: a store for the sale at retail of traditional convenience type items, specifically including but not limited to lottery tickets, tobacco, cigarettes and tobacco sundries;

(v) **Pharmacy**: a pharmacy, accredited by the Ontario College of Pharmacists, or its successor, including the sale at retail, of drugs through a dispensary and, as ancillary thereto, the sale, at retail, of such other items typically sold in pharmacies;

(vii) **Coffee and Donut Shop**: a coffee and donut shop/bakery, with eat-in seating facilities and such take-out facilities for consumption of foods off the premises, as may be in compliance with applicable zoning bylaws, for the sale, at retail, of coffee, tea, breads, rolls, cakes, pastries, doughnuts and other similar baked goods. Nothing in this subsection will preclude the rights of any restaurants in the Condominium Corporation to serve desserts as an ancillary part of their menus;

(vii) **Optical Store**: an optical store, including services of an optometrist as accredited by the College of Optometrists of Ontario or its successors, and the services of an ophthalmologist, as accredited by the College of Physicians and Surgeons of Ontario or its successors, and the sale of ophthalmic products, prescription eyeglasses, prescription contact lenses and optical accessories;

(viii) **Dental Clinic**: a dental clinic/office, accredited by the Royal College of Dental Surgeons for Ontario, or its successor, including general dentistry, dental hygiene and denture therapy, denturist, oral surgery, orthodontics (corrective dentistry), periodontics (diseases of the gums), prosthodontics (partial or total tooth replacement), endodontics (treatment of dental pulp chamber and canals), pedodontics (dental problems of children), oral medicines, oral radiography and other specialized dental services.

(ix) **Physiotherapy Clinic**: an injury rehabilitation clinic to include the services of a physiotherapist, accredited by the College of Physiotherapists of Ontario, or its successor, and/or the services of a chiropractor, accredited by the College of Chiropractors of Ontario, or its successor;

(x) **Day Nursery and Montessori School**: a day nursery within the meaning of The Day Nurseries Act, or its successor, and Montessori school;

(xi) **Nail Salon/Spa**: a salon for nails, including manicures and pedicures; a spa for aesthetics, body and facial treatments, and ancillary to such uses, the sale of creams, nail polishes and other related beauty supplies used in such treatments;

(xii) **Hair Salon**: a hairstyling salon and barber shop, and ancillary to such use, the sale of hair grooming products and hair accessories;

(xiii) **Walk-In Clinic**: a walk-in medical doctors' clinic/office, accredited pursuant to the Royal College of Physicians and Surgeons for Ontario, or it successor; and

(xiv) **Dollar/Discount Store**: a dollar/discount store for the sale of discount products but without food items.

** Note that none of these exclusive use provisions will preclude the following rights:

(1) for the Convenience Store to sell concurrently with the Grocery Store convenience food items such as but not limited to canned soups, ready to eat meals, eggs, cheese, milk, pre-packaged cold or canned meats, poultry and fish;

(2) for the Convenience Store, the Grocery Store, the Dollar Discount Store and the Pharmacy to sell concurrently with each other pre-packaged candy, chocolate bars, potato chips, popcorn, juice, pop, ice cream and related confectionery or other snack items, greeting cards, gift wrap and related accessories, giftware, photo film and related products, newspapers, paperback books and magazines, gift and calling cards;

(3) for any restaurants in the Condominium Corporation to serve desserts, coffee, tea and juice as an ancillary part of their menus;

(4) for the Pharmacy to sell concurrently with the Hair Salon and Nail Salon/Spa hair grooming products and accessories, nail polishes, products and related beauty supplies.

(c) The Condominium Corporation shall maintain a record (the "Record") of the Owners or tenants and any stated Exclusive Business Use, that such Owner may have allocated to it. Such record shall be evidenced by the Declarant's initial information provided to the Condominium Corporation upon registration of the Condominium, and which may change from time to time through the process herein. No Owner shall be entitled to sell or lease a Commercial Unit to a third party for a proposed Exclusive Business Use(s) or change its existing Exclusive Business Use(s) to another proposed Exclusive Business Use(s) that is then either exclusively operated in another Commercial Unit(s) in the Corporation, or which proposed Exclusive Business Use another Commercial Unit in the Corporation is entitled to commence, without the Owner having requested and obtained the prior written consent and approval of both the Board of Directors of the Condominium Corporation and the Commercial Unit Owner already carrying on the existing Exclusive Business Use in another Commercial Unit(s) in the Corporation or who may have the right to do so. When the requesting Owner obtains the consent of the Condominium Corporation and any other Commercial Unit Owner who may be already carrying on the existing Exclusive Business Use in another Commercial Unit, such requesting Owner shall so notify the Condominium Corporation in writing with a copy of the other Commercial Unit Owner's Consent and the Condominium Corporation shall make such change in the Record. In the event that an Owner breaches the provisions herein, the Condominium Corporation shall notify the offending Commercial Unit Owner and/or occupant to cease and desist the operation of such duplicate Exclusive Business Use(s) and such offending Commercial Unit Owner shall do so forthwith. Provided that the Owner whose Exclusive Business Use has been breached by the offending other Commercial Unit Owner and/or occupant makes a written request to the Condominium Corporation, the Condominium Corporation shall take such reasonable additional enforcement steps against the offending Commercial Unit Owner as are available pursuant to this Declaration, the By-laws and the Condominium Act. Any such additional enforcement steps shall be pre-paid in full by the Owner whose Exclusive Business Use has been breached, and the Condominium Corporation's role therein shall be a supportive one only to such Owner's own legal enforcement actions that comply with this Declaration, the By-laws and the Condominium Act. The Condominium Corporation shall be permitted to charge a fee as it reasonably determines from time to time for providing confirmation in writing to the Commercial Unit Owner, the proposed purchaser or tenant as to the availability of any Exclusive Business Use, within ten (10) days after receiving a request and payment, after reviewing the Record.

(d) Notwithstanding anything contained herein, while the Declarant has any retained Commercial Units before or after the time of registration of the Condominium Corporation, including after the turnover meeting to the Condominium Corporation, in the event that an Owner has not completed or caused to be completed its finishing work on the Commercial Unit(s) and opened operations for its stated use(s) within six (6) months from the date it acquires registered legal title to the Commercial Unit(s), (the "Owner's Business Commencement Date") the Declarant shall have the option at any time after such Owner's Business Commencement Date but upon ten (10) days prior written notice to the Owner (and to the Condominium Corporation) to assume the right to any exclusive use(s) which had been initially allocated to the Owner by the Declarant within the Agreement of Purchase and Sale entered into between them, so that the Declarant may sell or lease such use to a third party or enjoy such use itself within any retained Commercial Units the Declarant may own.

(e) Notwithstanding anything contained herein, and subject to subsection 3.2(e) herein, while the Declarant has any retained Commercial Units before or after the time of registration of the Condominium Corporation, including after the turnover meeting to

the Condominium Corporation, the Declarant shall also retain the first right to any unallocated or unused exclusive use(s) as set out in the Declaration. No Owner shall be entitled to sell or lease a Commercial Unit(s) to a third party for such unallocated or unused exclusive use(s) or change its existing use(s) to such unallocated or unused exclusive use(s), without the prior written consent of the Declarant, which may be arbitrarily withheld.

(f) No animals (other than a seeing-eye dog or a guide dog) shall be kept by any Owner in any Commercial Unit or allowed in any Commercial Unit. Notwithstanding the foregoing, pets will be permitted in those Commercial Unit(s) where, if applicable, the commercial services performed will involve the grooming or sale of pets in compliance with Applicable Zoning By-Laws.

(g) No change shall be made in the colour of any exterior window, door, glass or screen or of a Commercial Unit except with the prior written consent of the Board.

(i) For the purpose of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two Commercial Units shown in the Description as a vertical plane. Where and to the extent that concrete block or masonry portions of walls or columns located within the Commercial Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:

(1) erect, remove or alter any internal walls or partitions within his Commercial Unit; or

(2) where he is the Owner of two (2) or more adjoining Commercial Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each of such adjoining Commercial Units shown in the Description as a line or plane, any Vertical Party Wall on the boundary between his Commercial Unit and such adjoining Commercial Unit, or any soundproofing or insulating material on his Commercial Unit side of such Vertical Party Wall.

(ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.

(iii) All work performed under subparagraph (i) above will be carried out in accordance with:

(1) the provisions of all relevant municipal and other governmental by-laws, rules, regulations and ordinances;

(2) the provisions of the By-laws of the Corporation and the conditions, if any, of approval by the Board; and

(3) the drawings, specifications and data lodged with the Board.

(iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any

structural functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certifications cannot be made.

(v) Notwithstanding the removal of the whole or any portion of any demising or partition wall as aforesaid, the adjoining Commercial Units thereto shall still constitute two separate Commercial Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Commercial Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium shall remain unchanged.

3.3 **Signage**

(a) Each Commercial Unit Owner will covenant and agree that they shall not be entitled to erect, affix, or maintain any signage whatsoever, advertising the name of the occupiers of the Commercial Unit and/or the use of the Commercial Unit and/or other matters, to any portion of the common elements, including without limitation to the interior or exterior surface of any windows or doors adjacent to the Commercial Unit, except as herein specifically provided.

(b) Signage for the individual Commercial Units shall be located within the designated exclusive use area(s) on the exterior wall(s) of the Commercial Units as provided in the Declaration and Description. The following provisions shall apply to all signage:

(i) The Owners shall be required to submit to the Declarant (or the Condominium's Board after registration of the Declaration and Description and completion of the first turnover meeting) all plans and diagrams detailing the intended signage the Owner wishes to erect for the prior written approval of the Declarant (or the Board as the case may be). Without limiting the generality of the foregoing, said plans and diagrams shall include a reduced scale drawing of the actual intended finished sign including all graphics and the colour of the sign. The Owner shall be solely responsible to obtain and pay for the cost of the sign including its installation, lettering and/or other design work for such sign;

(ii) All signs are to be constructed using individual channel letters. All sign graphics and colours must conform to uniform signage specifications as determined by the Declarant (or the Board as the case may be) in its sole discretion, and shall comply with applicable sign and zoning and building by-laws, rules and regulations, as amended from time to time of the Corporation of the City of Brampton or any other governmental authority having jurisdiction, and shall be in accordance with first class shopping centre practice and professionally made;

(iii) Notwithstanding anything contained herein, no sign shall be erected without first obtaining the Declarant's (or the Board's as the case may be) prior written approval which approval may be arbitrarily withheld. Notwithstanding any approval that the Owner may obtain from the City of Brampton for its intended sign, if the Owner or its agents erect a sign without first obtaining the Declarant's (or the Board's as the case may be) prior written approval, the Declarant (or the Board as the case may be) may without notice to the Owner, but at the Owner's cost, remove any sign(s) erected by the Owner and the Declarant (or the Board as the case may be) shall not be liable for any damages or costs whatsoever. No sign boards, mobile signs or sandwich-board type signs shall be permitted to be placed or erected outside of any Commercial Unit;

(iv) Upon request by the Declarant (or the Board as the case may be), the Owner shall forthwith pay to the Declarant (or the Board as the case may be) the cost of removing the sign, plus a twenty (20%) percent administrative fee; and

(v) In the event, the erection of such signage entails the hook-up into or connection with any electrical or mechanical system servicing the Corporation, then the provision of subparagraph 4.6(d) and 4.7 of this Declaration shall apply, but if it does not do so, (because the signage or display or similar installation does not consume electricity or any other utility) then only the provisions of subparagraphs 4.6(c), 4.6(d)(i) and (vi) and 4.7 of this Declaration shall apply to such Commercial Unit Owner.

(c) The Pylon Sign Units shall be used and occupied by the owners of such Pylon Sign Units for the purposes of installing an illuminated sign of size, shape and display as determined by the Owner of the Pylon Sign Units provided however that any such use shall be permitted by, and be in conformity with, the provisions of all applicable zoning and building by-laws and regulations of any municipal or other governmental authority or agency having jurisdiction. Notwithstanding anything contained herein, or in any Bylaws or Rules hereafter passed or enacted to the contrary, the Owner of the Pylon Sign Units (together with such Owner's respective workers, servants or agents) shall at all times have the right of ingress and egress from and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to the Pylon Sign Units, together with the right to install within the boundaries of such Pylon Sign Units and/or within the Common Elements, all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such Pylon Sign Units, as well as the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements of the Condominium (and to connect same to the Buildings' power supply). All power required by the Pylon Sign Units shall be separately metered and paid by the Owner of the said Pylon Sign Units. The Owner of the Pylon Sign Units may lease space on the Pylon Sign Units to registered owners or tenants of Commercial Units within the Condominium Corporation and digital/electronic signage space to third parties who may not be registered owners or tenants within the Condominium Corporation. No lease of space on the Pylon Sign Units shall be for longer than twenty-one (21) years less a day. The repair and maintenance of the Pylon Sign Units shall be the sole cost and responsibility of the Owner of the Pylon Sign Units.

3.4 **Right of Entry to the Unit**

(a) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.

(b) In case of any emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If any Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

(d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

3.5 **Requirements for Leasing**

(a) Where an Owner leases his Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:

(i) notify the Corporation that the Unit is leased;

(ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;

(iii) provide the lessee with a copy of the Declaration, By-Laws and Rules of the Corporation;

(b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.

(c) The lease shall provide that the tenant shall not be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses, and shall pay the same to the Corporation.

(d) Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which shall be joint and several with his tenant.

3.6 **Utilities and Other Extraordinary Expense**

(a) It is intended that each of the Units shall be separately metered for utilities including hydro and gas, so that individual Unit Owners shall be solely responsible for the consumption of such utilities within the individual Unit and would pay the cost of same directly to the public utility for the provision of such utilities.

(b) Each of the Units may be separately metered for water, and the individual Unit Owners shall be responsible for same as set out in section (a) above. Alternatively, the Declarant and/or the Board may prorate the water charges by proportionate share as with other common expenses, and/or shall have the right to install a separate check or consumption metre appurtenant to or within such Owner's Unit to measure all of any part of the water consumed by such Unit or Units or any other extraordinary expense, in order to quantify and measure such water consumed or other extraordinary expense, which metre, the Board or its designated agents alone shall read or verify on a regular basis as below described and which such Owner shall be obliged to maintain and repair at its sole cost and expense at the discretion and control of the Board.

(i) Upon such installation being completed, such Owner shall be solely responsible to pay to the Corporation, the extraordinary expense determined or established pursuant to the reading taken by or on behalf of the Corporation of such check or consumption metre appurtenant to its Unit as aforesaid, without reducing the proportionate share of common expenses that such Owner shall otherwise be liable to pay. Such Owner shall be responsible to reimburse the Corporation for the cost of installation of each such check or consumption metre as well as for its required replacement, maintenance or repair and shall reimburse the Corporation for the cost of removal of such metre which the Board in its discretion desires to remove, including at any point in time when the Extraordinary Expense is no longer being consumed in connection with such Owner's Unit.

(ii) Each Unit Owner shall be obliged to pay the Corporation his or her extraordinary expense on or before the fifth (5^{th}) day following receipt of an invoice from the Corporation setting out the Extraordinary Expense required to be paid.

3.7 **Waste Removal**

(a) Each Owner, Tenant and/or Occupant of a Unit shall be responsible for any and all waste collection and removal, as well as recyclable collection and removal in respect of such waste and recyclables generated by the commercial activities within such Units, all at such Owner's or Tenant's or Occupant's sole cost and expense. No outdoor refuse bins are permitted. In the event that any use to be carried on in any of the Units include food service facilities, each such Unit shall have self-contained inside temperature controlled refuse rooms to be installed, maintained and repaired by the Owner of such Unit.

(b) The Corporation shall only be responsible for the waste and recyclable collection and removal generated from or within the Common Elements and the garbage disposal rooms within the Condominium shall be used for this purpose. The cost of such collection and removal shall be included in the common expenses to be paid by the Unit Owners. Unit Owners, Tenants and/or Occupants are not permitted to use the garbage rooms for their own refuse as these are restricted access common element areas for use only by the Condominium Corporation for waste collection on the common element areas only.

(c) Notwithstanding such general prohibition, in the event that a Unit Owner makes a written request to the Condominium Corporation to use such garbage disposal rooms for its own waste and recyclable collection, the Condominium Corporation's Board of Directors will consider such request at its next scheduled meeting. Provided that such Unit Owner does not use the garbage disposal rooms for any food waste, and pays an additional proportionate share of the Condominium Corporation's garbage disposal costs as part of its monthly common expense payments, as reasonably calculated by the Condominium Corporation, such Unit Owner may use the garbage disposal rooms for its own waste and recyclable collection in common with the Condominium Corporation and any other approved Unit Owners, and such Unit Owner shall be permitted access thereto for such purpose. In the event that such Unit Owner breaches the provisions herein, the Condominium Corporation may revoke such access and use of the garbage disposal rooms.

ARTICLE IV
COMMON ELEMENTS

4.1 **Use of Common Elements** – Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided. However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

(a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;

(b) is likely to damage the Property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;

(c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units;

(d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy;

(e) would lead to a contravention by the Corporation or by other owners of the Applicable Zoning By-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property ("Development Agreements") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

4.2 **Exclusive Use of Parts of the Common Elements** – Subject to compliance with the Act, this Declaration, the By-laws and the Rules, each Owner shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto.

4.3 **Restricted Access** – Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements, if any, used from time to time for the care, maintenance and operation of the Property or any part thereof as designated by the Board, from time to time. This paragraph shall not apply to any first mortgagee holding mortgages on at least thirty (30%) per cent of the Units, who shall have right to access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager. Notwithstanding anything contained in this Declaration, the Owners shall have the full access to and shall have the use and enjoyment of certain Common Element areas of this Corporation, for the purpose of servicing, repairing, maintaining, replacing or inspecting the Unit Owner's Individual Servicing System as required to permit that servicing system of installation to function and operate in accordance with its permitted or contemplated use. The Owners of such Units shall have access to and over the Common Element areas of this Condominium to adequately maintain and repair their respective Units or conduct any act permitted to be made to or in their Units, all in accordance with the provisions of this Declaration.

4.4 **Modifications of Common Elements, Assets and Services**

(a) General Prohibition

(i) No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.

(ii) In accordance with the requirements of the City of Brampton as provided in this Declaration, Owners and/or occupants are hereby advised that they, as well as the Corporation, shall maintain the Common Elements of this Corporation in a comprehensive manner in terms of signage and architectural façade design of all buildings.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act. A permitted non-substantial addition that has been made by the Declarant to the Common Elements is the installation of a community mailbox for the use of all of the Commercial Units. The Condominium Corporation assumes the rights and obligations of the Declarant pursuant to a licence agreement in favour of Canada Post Corporation for the use and occupation of a licenced area within the Common Elements for the installation, operation and maintenance of the Canada Post community mailbox equipment and access to the licenced area for the public.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two-thirds (66%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97(4), (5) and (6) of the Act.

4.5 **Permitted Modifications** - For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of this Corporation and the Corporation's compliance with any provisions of the Act, and this Declaration, the following acts (the "Permitted Modifications") shall NOT be considered additions, alterations, improvements to or renovations of the Common Elements of the Corporation, or a change in its assets:

(a) any installation, alteration or improvement in a Unit, which involves a Minor Installation as defined in this Declaration, onto the Common Elements;

(b) any alteration, addition, change or improvement or renovation made within any Unit that a tenant of a Commercial Unit or store in a shopping plaza might ordinarily or reasonably be permitted to make as a leasehold improvement under the terms of a lease, in order to allow such tenant's store to function or operate;

(c) the removal or replacement of any wall situate between Units or which constitutes part of the Unit which serves to separate units from Common Elements (provided the provisions of this Declaration are complied with) or the making of any full or partial enclosure of any unenclosed open area within the Unit or any other unenclosed area within the boundary limits or any Unit but which is situate beyond the physical limit of any wall, glass panel, door or other physical installation that physically encloses that Unit;

(d) any extension of the boundary or limit of any physical installation physically enclosing a Unit up to the outer limit of any such Unit, or the enclosure of any boundary or side of any Unit; or

(e) the alteration or removal of any non-structural or non-load bearing walls or columns, within any Unit (provided the provisions of this Declaration are at all times complied with).

4.6 **Minor Installations onto the Common Elements**

(a) Notwithstanding any provisions of this Declaration or the By-laws or Rules hereafter passed or enacted to the contrary, but subject to the provisions of this section, each Owner of a Unit shall be entitled to install, encroach upon, protrude onto, puncture, pierce, alter or hang equipment from, any part of the Common Elements of the Corporation (hereinafter referred to as a "Minor Installation onto the Common Elements") for the following purposes:

(i) to install, alter, repair, replace or upgrade any Unit Owner's Individual Servicing System;

(ii) to hook onto or connect any Unit Owner's Individual Servicing System into any of the Condominium's Servicing systems, provided such hook up or connection was not provided in the mechanical, electrical, servicing or architectural drawings of the Condominium at the time of registration of this Declaration;

(iii) to recover or erect partitions and\or walls located between any two Units, or which are situate between any such Units and any adjacent Common Element areas and to replace, demolish or remove any such partitions and\or walls which are non-load bearing or non-structural walls or partitions;

(iv) to alter, replace, demolish or remove non-structural or non-load bearing walls or columns within the Units and ultimately to reconstruct them;

(v) to alter, replace, or install any existing or new floor coverings, wall coverings, ceiling coverings, light fixtures, window coverings, store displays and facades, signage, canopies, advertising, and other similar finishing and\or installations so as to assist or facilitate the owners thereof in the operation or conduct of the commercial business, or other activity which is permitted by this Declaration to be carried on within such Units; or

(vi) generally to conduct such improvements or renovations which the owners of any Unit and their tenants, agents and employees desire to make or effect to these Units, which are necessary or desirable to assist them in the operation or conduct of any commercial business or other activity which is permitted by this Declaration to be carried on within such Units.

Prior to commencing a Minor Installation onto the Common Elements, the Unit Owner purporting to carry out same must first comply with the applicable requirements herein. Notwithstanding the foregoing, the Declarant shall not be required to comply with the requirements set out hereunder, when making or effecting a Minor Installation onto the Common Elements unless said provisions specifically provide that the Declarant (as opposed to an Owner of a Unit) is obliged to do so.

(b) No Owner shall be entitled to allow any encroachment of any installation or facility onto

any part of the adjacent Common Element areas of the Condominium which is situate beyond the limit of the boundaries of any Unit where such boundary forms the vertical plane or line or face of any wall systems or any perimeter wall as illustrated on the Description plan of the Condominium, or which is situate more than 8 inches beyond any boundary of a Unit where such Unit boundary forms the line of face of concrete, concrete block, or brick parameter walls or the line of face of columns or pillars, as such boundary is illustrated on the Description plan of the Condominium.

(c) General Requirements for a Minor Installation on to the Common Elements

Prior to commencing a Minor Installation onto the Common Elements, the following requirements must be satisfied by the Owner purporting to carry out same, namely:

(i) copies of all plans and specifications prepared by a certified architect or engineer must first be delivered to the Board. The aforesaid plans and specifications shall delineate all proposed construction in the Unit and illustrate in sufficient detail, the manner in which the Common Elements of the Corporation may be affected;

(ii) the Owner, in making the Minor Installation onto the Common Elements, must comply with the provisions of all Rules, regulations and ordinances of any applicable governmental authority including without limiting the generality of the foregoing, paragraph 4.7 of this Article IV;

(iii) the Board must be satisfied, acting reasonably, that the use made by other Unit owners and\or the Corporation of the Units and the Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by such Minor Installation onto the Common Elements and that such construction in the applicable Unit will not unduly affect the structural or visual integrity of any other Unit or of the Common Elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other Units or the Common Elements, and if the Board makes such determination, it may require the payment of a cash deposit or the posting of a letter of credit or security satisfactory to it to secure any of the obligations or matters described or referred to in this subparagraph;

(iv) adequate measures must be taken by such Unit Owner so that any noise, interference or vibration caused to any other Unit Owner or to any part of the Condominium arising from the construction or installation activity within the Unit or in any Common Element area of the Condominium is minimized;

(v) such Owner seeking to effect the Minor Installation onto the Common Elements must agree to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims or liabilities which it may incur or suffer as a result of or in connection with such Minor Installation onto the Common Elements and such Owner must agree to execute such further assurances as the Board may reasonably require in connection herewith;

on the express understanding that the Declarant, when carrying out a Minor Installation onto the Common Elements, shall only be obliged to comply with the requirements set out in subsection 4.6(c)(i) and (ii) above.

(d) Additional Requirements for a Unit Owner's Individual Servicing System Installation

Where a Minor Installation onto the Common Elements also constitutes a Unit Owner's Individual Servicing System installation, then the following additional requirements must also be satisfied prior to commencing any work on such Unit Owner's Individual Servicing System Installation:

(i) plans and specifications showing the nature of the installation and showing the altered layout, and interior partitions of the Unit, and the servicing requirements and outlets for the Unit must be submitted to the Board for review and approval by the Condominium's designated engineer;

(ii) the Condominium's designated engineer must be satisfied, in its professional opinion, that the Owner's Individual Servicing System installation will not disrupt the servicing or operation of any of the other Units for their intended purpose, that it will not give rise to the consumption of services or utilities constituting for such Unit, and Extraordinary Expense, and that it will not lead to or result in the

services or utilities supplying that Unit and other Units in the Condominium affected by the service installation, to exceed the permitted utility or service tolerance or maximum consumption capacities designated for the Units they are designed to serve;

(iii) the Condominium's engineer must be satisfied that the Unit Owner's Individual Servicing System installation meets any applicable local utility requirements and the requirements of the Ontario Building Code and Electrical Code (if applicable) and are within the permitted utility or service tolerances (or maximum consumption capacities) designed for the Units in question in order to ensure that the Condominium's overall hydro service(s) will not, after such installation, exceed permitted or acceptable levels. If such tolerances or capacities will be exceeded, then such Unit Owner will be required to satisfy the reasonable requirements imposed by the Condominium's professional engineer as a result;

(iv) the contractor performing such Owner's Individual Servicing System installation, must be approved by the Condominium's engineer, acting reasonably;

(v) adequate liability insurance naming the Corporation as a named insured must be procured (with a certified copy delivered to the Board) by the Unit Owner, with such provisions to be contained therein as the Condominium or its designated insurer deems adequate to protect it from liability for loss and\or damage to persons and\or property occasioned from the installation and operation of such service installation;

(vi) If a Unit Owner's Individual Servicing System installation consists of any advertising or business identification installations including any sign, display, poster, awning or canopy, then the installation must be compatible with the visual integrity of the rest of the Condominium as determined by the Board, acting reasonably and the restrictions with respect to signs provided elsewhere in this Declaration;

(vii) any and all fees and costs incurred by the Corporation with respect to any of the foregoing matters (including without limitation the fees and costs of the Condominium's designated engineer) shall be paid for in advance by the Unit Owner carrying out the Unit Owner's Individual Service System installation;

on the express understanding that the Declarant shall not be obliged to comply with any of the foregoing requirements when affecting a Unit Owner's Individual Servicing System installation.

(e) In addition to the foregoing requirements set out above, the Board shall be entitled to impose additional reasonable requirements upon a Unit Owner desiring to carry out a Minor Installation onto the Common Elements, on the express understanding however, that any additional requirements will not apply to the Declarant and must not be so onerous or prohibitive so as to constitute a prohibition of such activity.

4.7 General Clauses

(a) **Requirements of the Corporation of the City of Brampton (the "City")** - In addition to the foregoing requirements set out above, the following requirements of the Corporation of the City of Brampton (the "City") must also be complied with:

(i) The condominium development is to be maintained in accordance with the Approved Site Plan (SP16-019.000 "B"). The Condominium Corporation is responsible for maintaining the lands denoted in the Draft Plan of Condominium in this regard. Any alterations may require amendments to the Approved Site Plan and approval by the City;

(ii) Building signage must comply with the City of Brampton Sign By-Law 399-2002, as amended;

(iii) Parking spaces form part of the common elements (not to be sold to unit owners or considered part of the exclusive-use portions of the common elements) and such parking spaces are available for use by all unit owners, occupants, and patrons in full compliance with Zoning By-Law 270-2004, as amended, pursuant to Section 34 of the *Planning Act*, or as varied, pursuant to Section 45 of the *Planning Act*.

(iv) Accessible parking spaces must form part of the common elements and shall not be sold to unit owners or considered part of the exclusive-use portions of the common elements;

(v) The Condominium Corporation, unit owners and occupants must comply with all provisions of the Zoning By-Law 270-2004, as amended, applicable to the lands denoted on the Draft Plan of Condominium, pursuant to Section 34 of the *Planning Act*, or as varied, pursuant to Section 45 of the *Planning Act*;

(vi) The Condominium Corporation is responsible for ensuring that construction anywhere within the common elements or units is authorized by the City and complies with the applicable provisions of the Ontario Building Code, in force from time to time and all applicable laws;

(vii) All building facades are deemed to be common elements and are to remain consistent with the details of the Approved Site Plan;

(viii) The Declarant shall have access to the common elements in order to fulfill its obligations pursuant to the Approved Site Plan in favour of applicable authorities, including any landscape works required under the Approved Site Plan and the standard one (1) year landscape warranty period;

(ix) The installation of telecommunication antennas to any building face and roof-top is not permitted unless screened from view in a manner that does not impact on building aesthetics and design. City approval is required prior to the installation of telecommunication antennas, in conjunction with the Approved Site Plan;

(x) The common elements (including all internal sidewalks) shall be maintained free and clear of any obstructions or encumbrances;

(xi) All fire routes located within the condominium shall remain free and clear of any obstructions or encumbrances, including vehicles and outdoor storage;

(xii) No outdoor storage shall be permitted on the lands denoted in the Draft Plan of Condominium, in accordance with Zoning By-Law 270-2004 and the Approved Site Plan;

(xiii) Onsite waste collection will be required through a private waste hauler; and

(xiv) All required acoustical fencing shall be maintained by the Condominium Corporation.

(b) City of Brampton Warning Clauses

(i) Purchasers and unit owners are advised that residents close to private amenity/open space areas (i.e. parkettes, gazebos, community mail boxes) may be disturbed by noise lighting, and pedestrian traffic;

(ii) Purchasers and unit owners are advised that despite the inclusion of noise control features in the units and in this development area, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of unit owners and/or occupants as noise levels may exceed the noise criteria of the City and the Ministry of Environment;

(iii) Purchasers and unit owners are advised that a central air conditioning system may be installed at the unit owner's expense, which will enable unit owner and occupants to keep windows closed if road traffic noise interferes with indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have a sound rating not

exceeding 7.6 bels at 35 tons and shall be located so as to have least possible noise impact on outdoor activities of the occupants and their neighbours;

(iv) In accordance with Council's direction (via resolution AF028-2002) concerning requests made of the City to assume private roads, purchasers, unit owners, and occupants are advised that the City assumes no responsibility for the future maintenance of proposed internal roadways. In addition, a number of common services (i.e. snow clearing or private roads) will be the responsibility of the Condominium Corporation and the City of Brampton assumes no responsibility for the maintenance of common elements such as parking spaces, play areas, landscaping and acoustical fences. Purchasers, unit owners, and occupants are advised that this is a condominium development. Requirements on how the lands denoted in the Draft Plan of Condominium are used, serviced and maintained will be governed by the Declaration;

(v) Unit owners and purchasers are advised that additional Educational, Regional and City development charges may apply in respect of any development or redevelopment, including but not limited to the expansion or change of use of the whole or part of any building, unit, or associated structure, within the condominium. Building permits will not be issued in respect of any development or redevelopment until such time as fully payment of all outstanding development charges has been received by the City. Unit owners and purchasers may contact the City's Financial Planning and Budget Branch (Corporate Services Department) for further information; and

(vi) Provisions (i) to (v) above shall not be modified or deleted from the Declaration.

(c) Canada Post
Purchasers and unit owners are advised that mail delivery will be from a designated Community Mailbox. Unit owners are to be informed of the exact locations of all Community Mailbox locations, and further, be advised of any established easements granted to Canada Post that may affect the unit owner.

(d) Rogers Communication Partnership
Unit owners are advised that Rogers Communications Partnership has a buried coax, aerial fiber/coax and empty duct plant in this area. Caution is advised. Hand dig within one (1) metre of the Rogers Communications Partnership plant.

4.8 **Declarant Rights** - Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

(a) until such time as all of the Commercial Units in the Condominium have been transferred/sold by the Declarant, before or after the Turn-Over Meeting has been completed, the Declarant and its authorized agents, representatives, and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Commercial Units in this Condominium from time to time;

(b) until such time as all of the Commercial Units in the Condominium have been transferred/sold by the Declarant, before or after the Turn-Over Meeting has been completed, the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as one or more offices for marketing, sales, maintenance, construction and/or customer service purposes, upon any portion of the Common Elements, and within or outside any unsold Commercial Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (especially heating and lighting, or any other usual or customary

services) to the Declarant's marketing, sales, construction, or customer-service office(s), to and for any other retained Commercial Units of the Declarant or unoccupied and unsold Commercial Units in the Condominium;

(c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representatives, invitees, trades and/or contractors for any purpose required by the Declarant, including without limiting the generality of the foregoing, to permit the Declarant, and its authorized agents, representatives, invitees, trades and/or contractors, access to the Common Elements to fulfill its obligations and to complete any work required to be done by the Declarant as a requirement of any governmental authority. While the Declarant still has posted security with any governmental authority in respect of the Condominium, the Corporation shall obtain the Declarant's prior written approval (not to be unreasonably withheld) of all service providers and contractors to the Corporation for the Condominium including but not limited to property management, landscaping, maintenance, repair and utility services; and

(d) the Corporation shall ensure that it employs competent contractors and maintains the Condominium Lands, including the Common Elements located therein in a good and workmanlike manner, to the satisfaction of the Declarant and its professional accredited consultants, and in compliance with industry standards and pursuant to all plans and specifications of the Declarant as submitted to and approved by all applicable governmental authorities. In the event that the Declarant determines that the Corporation has not so maintained the Condominium Lands, including the Common Elements located therein, the Declarant shall provide the Corporation with one (1) weeks' notice to rectify a stated deficiency, failing which the Declarant may enter the Condominium Lands, including the Common Elements, and complete such repair and remediate such deficiency, as required, and the Corporation shall be responsible to reimburse the Declarant for its full costs and expenses for the repair and remediation work the Declarant completed.

4.9 **Animals** – No animals (other than a seeing-eye dog or guide dog) shall be kept or allowed upon the Common Elements.

4.10 **Parking** - There shall be no parking of any vehicles on any parts of the Common Elements except in those areas designated for parking by the Corporation from time to time, which spaces shall be used only by owners, visitors, customers, employees, and invitees of owners. No vehicles shall be stored on any part of the Common Elements. No overnight parking for any purpose whatsoever shall be permitted on any part of the Common Elements, without the prior written consent of the Condominium Corporation, which consent may be arbitrarily withheld.

4.11 **Outside of Units** – An Owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings, nor shall an Owner make any structural alterations to the exterior walls, nor shall an owner grow any type of plants, shrubbery, flowers, vines or grass outside his Unit, nor shall an owner place anything outside his Unit, except with the prior written consent of the Board, which may be arbitrarily withheld and, further, if approved, subject to the rules and regulations adopted by the Board. The exterior walls of all buildings are included in the Common Elements and accordingly, all owners and/or occupants shall maintain the overall site in a comprehensive manner in terms of signage and architectural façade design of all buildings.

4.12 **Heating, Ventilating and Air-Conditioning Systems** – No air-conditioning system of any kind shall be installed by an Owner or occupant other than the Declarant, without the prior written approval of the Board which may impose conditions for the granting of such approval. The Declarant shall be permitted to affix, place or connect air-conditioning systems on and from the roof to any Unit adjacent thereto. Each Owner shall be responsible for all maintenance and repair of the air-conditioning unit serving his Unit at its expense and shall be responsible for damage to the Common Elements or to any other Unit which is caused by the Owner or those

for whom it is in law responsible, or caused by the failure of the Owner to so maintain and repair such air-conditioning unit.

ARTICLE V
MAINTENANCE AND REPAIRS

5.1 Each Owner shall maintain his Unit and shall be responsible for the maintenance and repair of any exclusive use Common Elements, and, subject to the provisions of the Declaration and the Act, each Owner shall repair his or her Unit and any exclusive use Common Elements, after damage, all at his or her own expense. Each Owner shall be responsible for damage to his or her Unit and any exclusive use Common Elements, and to any other Unit or to the Common Elements, which is caused by the Owner, by those for whom he or she is responsible, or by the failure of the Owner to so maintain and repair his Unit. Without limiting the generality of the foregoing, each Owner shall maintain:

(a) the interior and exterior surface of doors which provide the means of ingress and egress from his Unit and/or exclusive use Common Elements and repair damage to those doors caused by the negligence of the Owner, his servants, agents and assigns;

(b) the interior and exterior surface of windows and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, his servants, agents and assigns;

(c) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his Unit and/or exclusive use Common Elements only;

(d) all exhaust fans and the fan motors located in any kitchen and bathroom areas of the Unit or adjacent Common Elements that service the Unit; and

(e) the exterior sign forming part of or serving that particular Unit.

5.2 Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his Unit and/or any exclusive use Common Elements only, such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or the Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents or assigns. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

5.3 Each Owner shall heat the Unit at such Owner's sole expense, from the heating equipment serving such Unit, to a degree sufficient to protect the Unit and its contents from damage by cold or frost. Each Owner shall be responsible, at such Owner's sole expense, for the removal and disposal of waste, refuse, garbage and recyclable materials from their own Unit. No Owner shall be permitted to utilize any of the Corporation's garbage or other containers serving the Common Elements.

5.4 The Corporation shall make any maintenance or repairs that an Owner is obliged to make pursuant to the Declaration and that the Owner does not make within a reasonable time, and in such an event, an Owner shall be deemed to have consented to having said maintenance or repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance or repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance or repairs, and all such money shall bear interest at the rate of eighteen (18%) percent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the

Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.5 Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees, customers, employees, contractors or invitees to his Unit, to so maintain and repair his Unit and such parts of the Common Elements for which he or she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, family members, guests, visitors, tenants, licensees, customers, employees., contractors or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.6 Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain and repair after damage, the Common Elements at its own expense, however, the Corporation shall not be responsible for the maintenance and repair of those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to the provisions of this Declaration. In order to maintain a uniformity of appearance throughout the Condominium, notwithstanding the provisions of section 5.1(a) and (b) herein, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units and/or exclusive use Common Elements, exterior door frames, exterior window frames and all exterior window surfaces at the Unit Owner's expense, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property at the Corporation's expense. Notwithstanding anything provided herein, each Owner shall be responsible for the maintenance of all interior door and window surfaces as well as with respect to his or her Unit. Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, family members, guests, visitors, tenants, licensees, customers, employees, contractors or invitees.

ARTICLE VI
CORPORATION'S INSURANCE

6.1 **Corporation's Insurance**

(a) The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, insurance against "all risks" (including fire and major perils as defined in the Act) and such other perils and such perils as the Board may from time to time deem advisable, insuring:

(i) the Property and Building, but excluding improvements and betterments made or acquired by an Owner; and

(ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners,

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation, which such policy may be subject to a loss deductible clause as determined by the Board from time to time, and which such deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof). Notwithstanding anything contained herein, if an Owner, tenant or other person occupying the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s) or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by an act or omission of the Corporation (or any of its directors, officers, agents or employees) then the amount which is the equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's Unit. Every policy of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interest may appear, with mortgagee endorsements, which shall be subject to the provisions of the Declaration and the Act, and may contain the following provisions:

(A) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and as against the Owners, and employees,

tenants or customers of any owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief caused by any one of the above;

(B) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;

(C) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act;

(D) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and

(E) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(b) The Corporation shall also obtain the following insurance:

(i) public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the board, but not less than Two Million Dollars ($2,000,000.00) and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any employees, tenants or customers or any owner or occupant of a Unit; and

(ii) Insurance against the Corporation's liability arising from the Ownership, use of occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles, to the extent required, as the Board may from time to time deem advisable.

6.2 **General Provisions**

(a) The Board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. The Board may, however, authorize an Owner in writing to adjust any loss to his or her Unit.

(b) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation.

(c) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration and the Act.

(d) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VII;

(e) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on at least fifty (50%) percent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense; and

(f) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent

application of the insurance proceeds in satisfaction of the obligation to repair. This subparagraph shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

6.3 **Owner's Insurance**
It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that following insurance must be obtained and maintained by each Owner at such Owner's own expense:

(a) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels stored elsewhere on the property, including automobiles and for loss of use and occupancy of his Unit in the event of damage. Every such policy of insurance shall contain a waiver of subrogation in favour of the Corporation, its directors, officers, manager, agents, tenants, employees and servants, and against the other Owners or occupants of Units and their tenants, employees or customers, except for arson, fraud, vehicle impact, vandalism or malicious mischief cause by or contributed by any of the aforementioned parties;

(b) Public liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

(c) Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible;

(d) Additional expenses incurred by an owner if forced to vacate the Unit by one of the hazards protected against under the owner's personal policy; and

(e) Special assessments levied by the Corporation.

Owners are recommended to obtain, although it is not mandatory, insurance covering business interruption if an Owner of a Unit is unable to continue business as a result of one of the hazards protected against under the Corporation's policy.

6.4 **Indemnification** – Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner or his or her tenants, or their employees, agents, customers, invitees, contractors and agents, to or with respect to the Common Elements and/or all other Units, except for any loss, damage, injury or liability cause by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this subsection shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

6.5 **Indemnity Insurance for Directors and Officers of the Corporation** – The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (the "Liabilities"), provided that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, in contravention of the provisions of the Act.

ARTICLE VII
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

7.1 The Corporation may enter into an agreement with an Insurance Trustee which shall be a trust company registered under the *Loan and Trust Corporation Act*, or shall be a chartered bank, which agreement shall, without limiting its generality, provide for the following:

(a) The receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;

(b) The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;

(c) The disbursement of such proceeds to those entitled thereto pursuant to the provisions of the Insurance Trust Agreement; and

(d) The notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with a trust company or a chartered bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

7.2 If the Corporation is obligated to repair or replace the Common Elements, any Unit or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.

7.3 If there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof.

7.4 If the Board, in accordance with the provisions of the Act, determines that:

(a) there has not been substantial damage to twenty-five (25%) per cent of the buildings; or
(b) determines that there has been substantial damage to twenty-five (25%) per cent of the buildings and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Declaration of the Act.

ARTICLE VIII
DUTIES OF THE CORPORATION

8.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

(a) to not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Property so that same are fully functional and operable during normal or customary hours of use;

(b) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the Project;

(c) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with any of the Condominium, as more particularly set out in the foregoing provisions of this Declaration;

(d) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants or invitees which would prohibit, restrict or limit the access to, egress from and/or use of any easement enjoyed by the Condominium and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration;

(e) to maintain the Common Elements of this Corporation in terms of signage and architectural façade design of all buildings as required by the City of Brampton;

(f) to enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Brampton or other governmental authorities relating thereto, if so required by the City of Brampton or other governmental authorities);

(g) when the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990,* as amended, or alternatively a certificate of practice within the meaning of *The Architects Act, R.S.O. 1990,* as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O. Reg. 48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following registration of this Declaration (and where applicable, an amendment to this Declaration and Description adding a phase to this Condominium) then the Corporation shall have a duty to:

(i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

(ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so)

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same can be promptly dealt with) and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following registration of this Declaration (and where applicable an amendment to the Declaration and Description adding a phase to this Condominium) and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board, pursuant to section 44(9) of the Act;

(h) to take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses;

(i) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and/or cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;

(j) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE IX
MISCELLANEOUS

9.1 **Invalidity** – The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

9.2 **Waiver** – The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

9.3 **Construction of Declaration** – This Declaration shall be read with all changes of number and gender required by the context.

9.4 The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience or reference only.

DATED at Brampton, Ontario, this 3rd day of February, 2022.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

CHACON REMEMBRANCE INC.

Per: S. K. Bhalal
Name: SURINDER K. CHAHAL
Title: PRES.
I have authority to bind the Corporation.

SCHEDULE "A"
THE LANDS

Lands

In the City of Brampton, Regional Municipality of Peel, being all of BLOCK 132, PLAN 43M1969; SUBJECT TO AN EASEMENT OVER PART 8, 43R-37926 IN FAVOUR OF BLOCK 133, PLAN 43M1969 AS IN PR3559232; TOGETHER WITH AN EASEMENT OVER PART 7, 43R-3726 AS IN PR3559233; SUBJECT TO AN EASEMENT AS IN PR3712556; CITY OF BRAMPTON;

currently described as all of Property Identification Number 14251-2998LT **(hereinafter referred to as the "Condominium Lands").**

Reserving in favour of the Declarant, its servants, agents, successors and assigns, a right in the nature of an easement or licence to enter upon the common elements of the Condominium Lands in order to complete all of its obligations to any and all governmental authorities having jurisdiction over the common elements of the Condominium Lands, until such time as the site plan agreement governing the Condominium Lands has been fully complied with and the Condominium Lands have been finally accepted by The Corporation of the City of Brampton. This right shall benefit each and every Unit within the Condominium Lands registered in the name of the Declarant.

Solicitor's Statement

In our opinion, based on the parcel register or abstract index and the plans and documents recorded in them:

(i) the legal descriptions set out above are correct;
(ii) the easements hereinbefore described above exist in law or will exist upon the registration of the Declaration and Description; and
(iii) the Declarant is the registered owner of the Lands and the Servient Lands and appurtenant easements hereinbefore described.

DATED the 31st day of January, 2022.

S AND S Lawyers LLP
Solicitors and duly authorized representatives of
CHACON REMEMBRANCE INC.

Tajinder Kaur Sivia

SCHEDULE "B"

CONSENT
(under clause 7(2)(b) of the Condominium Act, 1988)

1. Westmount Guarantee Services Inc. has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, S.O. 1998, C. 19, as amended, registered as Instrument No. PR3589705 in the Land Registry Office for the Land Titles Division of Peel (No. 43).

2. We consent to the registration of this Declaration, which is not an amendment for creating a phase, pursuant to the Act, against the Land or the interests appurtenant to the Land, as the Land and the Interests are described in the Description.

3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

4. We are entitled by law to grant this consent and postponement.

DATED this 19 day of January, 2022.

Per: _____
Westmount Guarantee Services Inc.
Name: Denise Fraser
Title: Authorized Signing Officer
I have authority to bind the Corporation

SCHEDULE "B"

CONSENT
(under clause 7(2)(b) of the Condominium Act, 1988)

1. Laurentian Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, S.O. 1998, C. 19, as amended, registered as Instrument No. PR3560168 in the Land Registry Office for the Land Titles Division of Peel (No. 43), together with a Notice of Assignment of Rents-General registered as Instrument No. PR3560169.

2. We consent to the registration of this Declaration, which is not an amendment for creating a phase, pursuant to the Act, against the Land or the interests appurtenant to the Land, as the Land and the interests are described in the Description.

3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.

4. We are entitled by law to grant this consent and postponement.

DATED this 31st day of January, 2022.

Per: _____
Laurentian Bank of Canada
Name: Parthena Keroglidis
Title: Sr. Manager
I have authority to bind the Corporation

SCHEDULE "C"

Each Condominium Unit shall comprise of the area within the heavy lines shown on Part 1, Sheets 1 and 2 of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 and 2 of the Description and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

BOUNDARIES OF THE COMMERCIAL UNITS
(Being Units 1 to 18 inclusive on Level 1, and Units 1 to 10 inclusive on Level 2, as illustrated on, Part 1, Sheets 1 and 2 of the Description)

a) Each Commercial Unit shall be bounded vertically by:
   i) The upper surface of concrete floor slab;
   ii) The underside face and plane of open web steel ceiling joists;
   iii) The unit side face of aluminum window frames and sill for any portion lying in a horizontal position;
   iv) The unitside face of steel door and door frame located at the rear of the any unit, for any portion lying in a horizontal position;
   v) The unitside face of aluminum door, doorframe and glass panel therein, located at the front of the unit, for any portion lying in a horizontal position.

b) Each Commercial Unit shall be bounded horizontally by:
   i) The backside face of drywall along all except in locations of any doors and windows;
   ii) The unitside face of aluminum window frames and sills and glass panel located therein, for any portion lying in a vertical position;
   iii) The unitside face of steel door and door frame located at the rear of the unit, for any portion lying in a vertical position, with the door in a closed position;
   iv) The unitside face of aluminum door, doorframe and glass panel therein, located at the front of the unit, for any portion lying in a vertical position, with the door in a closed position;
   v) The backside face of drywall along walls separating any unit from the common elements

BOUNDARIES OF THE PYLON SIGN UNITS
(Being Units 19 on Level 1 as illustrated on Part 1, Sheets 1 of the Description)

a) Each Pylon Sign Unit shall be bounded vertically by:
   i) The pylon sign unit shall be unlimited vertically.

b) Each Pylon Sign Unit shall be bounded horizontally by:
   i) The vertical plane controlled by survey monuments and measurement.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 and 2 of the Description.

Dated: January 31, 2022

Vinujan Aravinthan
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE D

Remembrance Road and Clinton Street - Brampton

	BUILDING	Old Unit	UNIT #	LEVEL	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1	B	B106	1	1	3.3534	3.3534
2		B105	2	1	4.1208	4.1208
3		B104	3	1	4.3171	4.3171
4		B103	4	1	4.3141	4.3141
5		B102	5	1	3.9484	3.9484
6		B101	6	1	4.2398	4.2398
7		B210	1	2	2.9078	2.9078
8		B209	2	2	2.1229	2.1229
9		B208	3	2	2.0069	2.0069
10		B207	4	2	2.0485	2.0485
11		B206	5	2	2.0783	2.0783
12		B205	6	2	4.0733	4.0733
13		B204	7	2	1.8077	1.8077
14		B203	8	2	2.0634	2.0634
15		B202	9	2	2.0753	2.0753
16		B201	10	2	1.8731	1.8731
17	C	A103	7	1	4.0941	4.0941
18		A102	8	1	4.1416	4.1416
19		A101	9	1	5.4533	5.4533
20	G	E 104	10	1	2.9940	2.9940
21		E 103	11	1	2.9940	2.9940
22		E102	12	1	3.5589	3.5589
23		E101	13	1	3.2200	3.2200
24	F	D103	14	1	5.5539	5.5539
25		D102	15	1	4.7036	4.7036
26		D101	16	1	5.8453	5.8453
27	E	C102	17	1	4.6887	4.6887
28		C101	18	1	5.3012	5.3012
						0.0000
29		PYLON	19	1	0.1006	0.1006
					100.0000	100.0000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

1. All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the By-laws or rules of the Corporation, or other law or by agreement.

2. All sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:

(a) insurance premiums;
(b) water and sewage and electricity respecting Common Elements;
(c) maintenance materials, tools and supplies;
(d) waste disposal, cleaning and garbage collection;
(e) snow removal and landscaping;
(f) fuel, including gas, oil and hydroelectricity unless metred separately for a Unit; or
(g) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration affecting this Corporation.

3. All sums of money paid or payable by the Corporation pursuant to any management agreement which may be entered into between the Corporation and a manager.

4. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property including but not limited to any sums required to be paid pursuant to the encroachment agreement for the Pylon Sign Structure, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements.

5. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation.

6. The cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof.

7. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.

8. The fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals.

9. All sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

10. The cost of obtaining and maintaining fidelity bonds as provided in the By-laws of the Corporation, if any.

SCHEDULE 'F'

(Exclusive use portion of the Common Element)

Subject to the provisions of the Declaration, the By-Laws and Rules of the Corporation and the Right of Entry in favour of the Corporation thereto, for the purpose of facilitating any requisite maintenance and or repair work, or to give access to the Utility and services appurtenant thereto,

1. The owner(s) of certain Units shall have the exclusive use, for the purpose of signage, of the space as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being designated by the letter 'S' and are assigned below:
2. The owner(s) of each Unit shall have the exclusive use, for the purpose of daycare play area, of the space as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being designated by the letter 'D' and are assigned below:
3. The owner(s) of certain Units shall have the exclusive use, for the purpose of restaurant patio area, of the space as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being designated by the letter 'P' and are assigned below:
4. The owner(s) of certain Units shall have the exclusive use, for the purpose of pylon sign maintenance room, of the space as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being designated by the letter 'M' and are assigned below:
5. The owner(s) of certain Units shall have the exclusive use, for the purpose of accessible washroom, of the space as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being designated by the letter 'W' and are assigned below:

UNIT	LEVEL	EXCLUSIVE USE AREAS	SHEET
1	1	S-1, S-2	Part 2, Sheet 1
2	1	S-3, S-13	Part 2, Sheet 1
3	1	S-4, S-12	Part 2, Sheet 1
4	1	S-5, S-11	Part 2, Sheet 1
5	1	S-6, S-10	Part 2, Sheet 1
6	1	S-7, S-8, S-9	Part 2, Sheet 1
7	1	S-14, S-15	Part 2, Sheet 1
8	1	S-10, S-20	Part 2, Sheet 1
9	1	S-17, S-18, S-19	Part 2, Sheet 1
10	1	S-24, S-25	Part 2, Sheet 1
11	1	S-51	Part 2, Sheet 1
12	1	S-23	Part 2, Sheet 1
13	1	S-21, S-22	Part 2, Sheet 1
14	1	S-26, S-32, D-1	Part 2, Sheet 1
15	1	S-27, S-31	Part 2, Sheet 1
16	1	S-28, S-29, S-30, P-1	Part 2, Sheet 1
17	1	S-33, S-37	Part 2, Sheet 1
18	1	S-34, S-35, S-36	Part 2, Sheet 1
19	1	M-1	Part 2, Sheet 1
1	2	S-38, S-39, W-1	Part 2, Sheet 1
2	2	S-40, W-1	Part 2, Sheet 1
3	2	S-41, W-1	Part 2, Sheet 1
4	2	S-42, W-1	Part 2, Sheet 1
5	2	S-43, W-1	Part 2, Sheet 1
6	2	S-44, S-45, S-46, W-1	Part 2, Sheet 1
7	2	S-47, W-1	Part 2, Sheet 1
8	2	S-48, W-1	Part 2, Sheet 1
9	2	S-49, W-1	Part 2, Sheet 1
10	2	S-50, W-1	Part 2, Sheet 1

Dated: January 31, 2022

Vinujan Aravinthan
Ontario Land Surveyor

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(Schedule G to a Declaration for a Standard or Leasehold Condominium)

(under clause 8(1)(e) of the *Condominium Act, 1988*)

I certify that:

(Strike out whichever is not applicable):

✓ Each building on the property

OR

(in the case of an amendment to the declaration creating a phase):

~~Each building on the land included in the phase~~ ✓

Has been constructed in accordance with the regulations made under the Condominium Act, 1988 with respect to the following matters:

(Check whichever boxes are applicable)

1. ☑ The exterior building envelope, including roof assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction

documents and has been completed in general conformity with the construction documents.

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the Common Elements, excluding interior structural walls and columns in a Unit are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☐ All underground garages have walls and floor assemblies in place.

OR

☑ There are no underground garages.

5. ☑ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a Unit and designed for use only within a Unit.

OR

☐ There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a Unit and designed for use only within the Unit.

6. ☑ All installations with respect to the provision of water and sewage services are in place.

7. ☑ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. ☑ All installations with respect to the provision of air conditioning are in place.

OR

☐ There are no installations with respect to the provision of air conditioning.

9. ☑ All installations with respect to the provision of electricity are in place.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

☑ There are no indoor or outdoor swimming pools.

11. ☑ Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 11 day of NOV ~~2019~~ 2021

Per: 

Name: SHASHANK CHITALE
Title: ARCHITECT @ ANTRIX ARCHITECTS INC.

I have authority to bind the Corporation.