

URBAN SUBDIVISION AGREEMENT
21T-81048B

20th day of JANUARY, 1989.

B E T W E E N :
FRAM CONSTRUCTION LIMITED,
hereinafter called the "Owner"
OF THE FIRST PART,

A N D
THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter called the "City"
OF THE SECOND PART,

A N D
THE REGIONAL MUNICIPALITY OF PEEL,
hereinafter called the "Region"
OF THE THIRD PART,

A N D
PARR FARMS LIMITED and VANGUARD TRUST OF
CANADA LIMITED,
hereinafter called the "Mortgagees"
OF THE FOURTH PART,

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

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision attached as Schedule B to this agreement (hereinafter referred to as the "plan");

AND WHEREAS the City agrees that it will recommend to the proper authority the release of 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 and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

ENGINEERING, BUILDING, LANDSCAPING AND NOISE REQUIREMENTS

1.
Commis-
sioner of
Public
Works

For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services, Regional roads, storm drainage on Regional roads and any other Regional matter, the Commissioner of Public Works for The Regional Municipality of Peel, and with respect to all other matters contained in this agreement, shall mean the Commissioner of Public Works and Buildings of the City of Brampton.

OCTOBER/87/6

2.
Definition
of Works

For the purposes of this agreement, the "Works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, noise attenuation requirements and all other things required to be done by the Owner in accordance with this agreement.

3.
Consultants:
Consulting
Engineer,
Landscape
Architect

Wherever, under the terms of this agreement, the Owner is required to design and construct any works, the Owner shall employ competent engineers registered with the Association of Professional Engineers of Ontario and Landscape Architects registered with the Ontario Association of Landscape Architects to:

3.1 design;

3.2 prepare and furnish all required plans and drawings which shall include a certificate from the Owner's landscape architect to the effect that the landscape and fencing plans are in conformity to the approved grading and drainage plans;

3.3 prepare the necessary 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 Commissioner of Public Works, the Commissioner of Planning and Development and the Commissioner of Community Services. The Commissioner of Public Works may, where reasonably necessary, require the Owner to provide a resident engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;

3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" Mylar, Dylar or Cronoflex reproductions of all plans with the City Commissioner of Public Works and Mylar duplicates with the Regional Commissioner of Public Works;

3.7 furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Commissioner of Public Works;

3.8 prepare and provide the City, for each lot or block within the plan, with a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;

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 Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

3.11 provide to the City's Commissioner of Public Works and/or the Region's Commissioner of Public Works as and when required by them, copies of any or all contracts and/or subcontracts entered into by or on behalf of the Owner for the construction of any or all of the works, together with any or all of the following contract documentation:

3.11.1 provide certificates of progress payments,

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

3.11.3 provide particulars of publication of the certificate of the substantial performance.

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

4.
Approved
Plans

4.1 The Owner shall, at its own expense unless otherwise provided by this agreement and within the time limits specified by this agreement, design, undertake, do, provide, construct, reconstruct, install, make payment for and complete in a good and workmanlike 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 of draft approval for the plan:

4.1.1 all of the following works, matters and things in accordance with and as shown on the approved detailed plans and specifications for them, more particularly described in part 1 of Schedule C attached to this agreement:

- a storm sewer and drainage system or systems connected to an outlet designated by the Commissioner of Public Works together with siltation and erosion control works;

- sanitary sewer drainage works connecting to an outlet designated by the Commissioner of Public Works;
- a potable water system including any trunks within or outside the plan designated by the Commissioner of Public Works as necessary to service the lands;
- all City roads shown on or abutting the plan, including curbs with correctly located curb depressions, boulevard
- grading, sodding, tree planting, landscaping and driveway paving from curb to street line or from curb to sidewalk where sidewalks are installed;
- all improvements to abutting Regional roads including curbs with correctly located curb depressions, boulevard grading, sodding, tree planting, landscaping and driveway paving from curb to street line or from curb to sidewalk where sidewalks are installed;
- all private roads on any multi-family blocks, including curbs, gutters and storm sewers;
- 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;
- all sidewalks, park walkways, foot bridges and pedestrian grade separations;
- all grading, drainage, top dressing, sodding and landscaping of all parkland, public open space, boulevard areas, buffer strips and watercourse areas within the plan;
- all walls and fencing;
- all tree protection works;
- all noise attenuation works, requirements and measures referred to in Schedule D attached to this agreement and shown on the approved plans referred to in Part 1 of Schedule C attached to this agreement;

4.1.2

all other works, matters and things referred to in this agreement, including all of the schedules attached to this agreement.

4.1.3 The Owner shall pay to the City or the Region or to both, prior to final approval of the plan, the amount shown under the heading "Other Payments" on Part 3 of Schedule C attached to this agreement.

4.2 The Owner shall, in lieu of constructing or providing those parts of the approved works described in Part 3 of Schedule C attached to this agreement, pay to the City or to the Region or to both prior to final approval of the plan for registration, the cost of these works as shown on Part 3 of Schedule C attached to this agreement.

4.3 The Commissioner of Public Works may, in his sole discretion, exercised in writing at any time prior to final acceptance of the works by the City, require the Owner to pay to the City or to the Region, or to both, an amount equal to the cost of constructing or providing any of the approved works as estimated by the Commissioner of Public Works in lieu of the Owner constructing or providing these works. This payment shall be made within fifteen (15) days of the date of the Commissioner of Public Works' request.

4.4 The City may request the Owner in writing to provide, at the City's cost and in conjunction with other works which the Owner is required to provide by the terms of this agreement, the additional works described in Part 4 of Schedule C to this agreement. The City and the Owner shall enter into a further agreement for the provision of these additional works in the event the City makes this request.

4.5 Notwithstanding the provisions of paragraph 4.1 of this agreement, the Owner shall only be responsible for constructing, providing and completing at its own expense, that part of the works shown on the approved parkland landscape plans (Part 1 of Schedule C) described in Part 4 of Schedule C attached to this agreement for the watercourse and valleyland areas within the plan. The balance of the works shown on the approved parkland landscape plans for the watercourse and valleyland areas within the plan shall be constructed, provided and completed by the City or the Owner at the City's expense.

4.6 Notwithstanding anything contained in this agreement, the plan shall not be released by the City for registration until all of the detailed plans and specifications for all of the works required by this agreement are fully approved by the City and the Region. The approval of these plans and specifications by the City and the Region shall not absolve the Owner of the responsibility for errors in and omissions from these plans and specifications as submitted by the Owner.

4.7 If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to insure that the works shown on the approved plans referred to in Part 1 of Schedule C attached to this agreement and any other works required by the provisions of this agreement function properly, the Owner shall, at its own expense, construct, install or provide such additional works at the request of the Commissioner of Public Works. The Owner shall also, at the request of the Commissioner of Public Works, deposit a performance guarantee with the City for these additional works, in accordance with the provisions of paragraph 28 of this agreement.

5. **Relocation of Utilities & Additional Works**
- 5.1 The Owner shall, prior to final approval of the plan for registration, make satisfactory arrangements with the City and the Region for the relocation of any utilities necessitated by the development of the lands in accordance with the plan, including granting to the City and the Region, at the Owner's expense, any easements necessary to complete this relocation. The relocation of utilities shall be works within the meaning of this agreement.
- 5.2 The Owner and every builder building within the subdivision 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 satisfactory to the owner of the public utility.
- 5.3 In the event the Owner or any builder damages any public utility, the Owner 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 Owner and the builder.
6. **Phasing**
- The Owner shall, prior to final approval of the plan for registration and if required by the City, enter into a phasing program or agreement with the City in a form satisfactory to the City.
7. **Electrical Distribution System & Street Lighting**
- 7.1 The Owner shall, prior to final approval of the plan for registration:
- 7.1.1 enter into an agreement with the Brampton Hydro-Electric Commission for the provision of an underground electrical distribution system to service the lands shown on the plan and such other matters including the payment of levies as the Commission shall require;
- 7.1.2 enter into an agreement with the Brampton Hydro-Electric Commission for the provision of a street lighting system satisfactory to the Commissioner of Public Works.
- 7.2 The City shall not give final approval of the plan for registration until it is provided with confirmation from the Brampton Hydro-Electric Commission that the agreements provided for by this paragraph have been entered into or other satisfactory arrangements have been made.
8. **Street Name & Traffic Signs**
- 8.1 The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan, which includes all intersections with external streets adjoining the plan in locations approved by the Commissioner of Public Works. These signs shall conform to the specifications of the City and the Region.
- 8.2 The Owner shall pay to the City or to the Region the cost of all traffic devices, shown on the approved plans referred to in Part 1 of Schedule C attached to this agreement, 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.

8.3 The Owner shall erect and maintain signs at the end of all streets shown on the plan which will be extended to adjoining lands, having wording approved by the Commissioner of Public Works, advising that the street will be extended in the future. These signs shall be erected prior to any building permits being issued.

9.
Top Soil
& Lot
Sodding

9.1 The Owner shall not remove top soil from any lands within the plan except where required to be removed for the construction or installation of works or for building operations. When it is removed, the top soil shall be stockpiled in a location approved by the City and replaced upon the lands within the plan after completion of the building operations. Parkland and buffer blocks shall not be used for the purpose of stockpiling topsoil. The height of stockpiles of top soil shall be approved by the Commissioner of Public Works prior to removing the top soil.

9.2 In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15 and October 1 in any year and the City shall be required, within sixty (60) days, to remove the top soil or after the expiry of sixty (60) days, the Owner shall be free to dispose of the top soil in its sole discretion.

9.3 The Owner 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.

9.4 The Owner shall apply a minimum of ten (10) cm of good quality top soil overall on each lot and shall fully sod each lot with acceptable nursery sod in conformity with the overall grading and drainage plan.

10.
Tree
Removal
& Tree
Planting

10.1 No existing trees other than those approved for removal in accordance with the approved landscape and fencing plan, and the approved parkland landscape plans shall be removed without the approval in writing of the Commissioner of Community Services and the Commissioner of Planning and Development.

10.2 The Owner shall provide and plant a minimum of (1) deciduous tree (minimum seventy (70) millimeters caliper) on the boulevard in front of detached or semi-detached dwelling and on the boulevard flanking each corner lot and at twelve (12) metre intervals on boulevards in front of townhouse units and all other blocks and abutting the rear yards of all reverse frontage lots and plant other trees, all as required in accordance with the landscaping specifications of the City and all as shown on the approved landscape and fencing plan referred to in Schedule C attached to this agreement. The species and size of tree shall be submitted to and approved by the City prior to planting.

11.
Lot & Block
Grading &
Drainage

11.1 The Owner 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 Owner shall, on the sale of any lot or block, reserve such rights as may be necessary to enable the Owner 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 discretion of the Commissioner of Public Works at any time prior to the final acceptance of the works in accordance with this agreement, the Owner shall carry out this drainage rectification work when so instructed by the Commissioner of Public Works.

11.2 The Owner agrees that neither it nor its successors and assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Commissioner of Public Works.

11.3 The Owner shall attach a copy of this paragraph to all agreements of purchase and sale of land within the plan and shall include in all conveyances of land within the plan, a covenant executed by the purchaser of the land and binding on its successors and assigns in which the purchaser agrees not to alter the grading or the drainage except in accordance with drainage plans approved by the Commissioner of Public Works for the City of Brampton.

12.
Undeveloped
Blocks &
Lots

The Owner 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 and shall carry out continuous maintenance to the satisfaction of the Commissioner of Public Works on all vacant blocks and lots within the plan. Such maintenance will include weed control by annual spraying, grass and weed cutting to maintain a height not exceeding 15 cm, cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the Commissioner of Public Works.

13.
Commence-
ment of
Construction

13.1 The Owner shall not commence removing trees or top soil from the tableland areas within the plan and grading the tableland areas within the plan until:

13.1.1 all existing trees on the plan have been surveyed, identified and designated for removal or protection; and

13.1.2 a preliminary storm drainage plan and the 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 and all certifications and permits required by law have been obtained; and

13.1.3 the approved siltation and erosion control works, the approved tree protection works, all temporary snow fencing or other suitable approved barriers and all other works required

by the City, the Region, and other governmental agencies (including conservation authorities) have been erected or constructed; and

13.1.4 the Commissioner of Public Works has authorized the Owner in writing to commence removing top soil and trees, and grading the tableland areas within the plan; and

13.2 The Owner shall not commence any work including grading within the watercourse and valleyland areas within the plan or commence constructing any of the works required by this agreement within the plan with the exception of the work permitted by paragraph 13.1 of this agreement until:

13.2.1 the Owner has complied with all of the requirements of paragraph 13.1; and

13.2.2 the detailed plans and specifications for all of the works required by this agreement 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; and

13.2.3 the plan has been registered or the Owner has entered into a preservicing agreement with the City and the Region in a form satisfactory to the City and the Region and has complied with the preservicing policy of the City and the Region; and

13.2.3 the Commissioner of Public Works has authorized the Owner in writing to commence constructing the works.

Construction Traffic

13.3 The Owner agrees that all construction traffic shall enter and leave the lands using only the streets and other access points designated by the Commissioner of Public Works for this use. The owner shall, when required by the Commissioner of Public Works, construct barricades at the end of other streets providing access to the lands to prevent these streets from being used for construction traffic. The Owner shall maintain these barricades in place until the Commissioner of Public Works instructs the Owner to remove them.

14. Building Permits

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the siltation and erosion control works have been constructed or installed, the public road on which the buildings are to be constructed and public roads providing a minimum of two accesses to the building site have been constructed, complete with all required municipal services, including sewer and water, base curb or gutter and all granular material required up to and including base course asphalt. The Owner agrees that the City may withhold building permits until any necessary application or water or sewer or both services required by the Region is made and the required charges as laid down by the Region have

been paid and water and sewer service is available. Notwithstanding this clause, building permits may be issued for model homes at the discretion of the Commissioner of Public Works. Each building permit application shall be accompanied by the certificate referred to in paragraph 3.7 of this agreement.

15.
Occupancy

15.1 The Owner agrees that neither it nor its successors and assigns shall permit the occupancy of any building or part thereof erected on the lands:

15.1.1 until the "basic services" which include sanitary and storm sewers, watermains, base course asphalt, curbs and gutters, and permanent street name and traffic signs have been installed and approved by the Commissioner of Public Works;

15.1.2 until the works described in paragraph 16.2 have been completed;

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

15.2 The Owner 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 roads by the City, it shall at all times maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

16.
Completion
of Works

16.1 It is the intention of this agreement that all works be constructed, installed and provided expeditiously and continuously. All underground works shall be completed within one (1) year of the registration of the plan and 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 Commissioner of Public Works and the Commissioner of Planning and Development. If, in the opinion of the Commissioner of Public Works or the Commissioner of Planning and Development or both of them, the construction and installation of some of the works should be delayed, the Commissioner of Public Works and the Commissioner of Planning and Development may, by written notice, direct that such work be delayed until the date specified in the notice.

16.2 The Owner 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 provided or constructed on lots abutting other lands on which any of these works are to be provided:

16.2.1 installation and fencing of all public walkways shown on the plan;

16.2.2 all walls, berms and fencing shown on the approved landscape and fencing plan referred to in Part 1 of Schedule C attached to this agreement;

16.2.3 all noise attenuation works, requirements and measures shown on the approved landscape and fencing plans referred to in Part 1 of Schedule C attached to this agreement and referred to in Schedule D attached to this agreement.

16.3 The Owner shall complete lot sodding 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 lot sodding shall be completed by June 30th following such occupancy.

16.4 The Owner shall complete all sidewalks, street lighting, 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 constructed on a lot on that street is occupied, except where the first dwelling unit 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 Commissioner of Public Works or the Commissioner of Planning and Development or both of them may direct the Owner to delay construction of all or any part of these works wherever he considers it advisable to do so. The Commissioner of Public Works 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.

16.5 The Owner shall complete all works related to parkland development within twelve (12) months of the first dwelling unit constructed on the plan being occupied unless this time is extended in writing by the Commissioner of Community Services. This extension, if granted, shall not extend beyond October 15th of the second year after the first occupancy within the plan.

**17.
Maintenance
of Works**

17.1 The Owner shall maintain the underground works for a period of two (2) years following preliminary approval of all the underground works or up to the time when the aboveground works have progressed to the completion of the base course asphalt, whichever occurs later.

17.2 The Owner shall maintain the road base course asphalt and curbs for a two (2) year period, after which it shall place top course asphalt, complete all outstanding sodding, sidewalks, walkways, and any other work not completed at that time.

17.3 The Owner shall maintain all of the above-ground works and shall remain responsible for all lot grading until final acceptance of the works by the City.

Upon completion of all the aboveground works, the Owner shall maintain the aboveground works for one more year or for the periods of time mentioned in this agreement, which ever shall be the greater, after which the Commissioners of Public Works, Planning and Development and Community Services 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 or the Region or both.

17.4 The Owner 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 Commissioner of Public Works 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 Owner shall repair and/or sweep any such roadway within twenty-four (24) hours of receiving written notice from the Commissioner of Public Works. In the event such notice is not complied with within the said twenty-four (24) hour period, the Commissioner of Public Works may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty (30) days of the date of the invoice from the City.

17.5 The Owner 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 Owner and shall not be deemed in any way to have accepted the streets within the plan upon which such work has been done. The Owner hereby acknowledges that if the City, by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and 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 catch-basins 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 Owner shall maintain all trees and other landscaping planted on public lands for a two (2) year period from the date of performance acceptance of planting by the Commissioner of Planning and Development or the Commissioner of Community Services or both of them and shall replace all trees and landscaping failing to establish a healthy growth within that two year period. The foregoing two year maintenance and replacement provision shall apply to all replacement trees and landscaping

planted pursuant to this paragraph, unless the Owner makes arrangements satisfactory to the Commissioner of Planning and Development or the Commissioner of Community Services or both of them prior to the final acceptance of the works by the City to provide a performance guarantee for the maintenance and replacement of such replacement trees.

17.7 The Owner shall maintain the approved tree protection 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 The Owner shall maintain all noise attenuation barriers for three (3) years and all other fencing for one (1) year from the date of performance acceptance of this work.

**Bench
Marks**

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

CONVEYANCES OF LAND AND EASEMENTS

**18.
Conveyances
and Cash-
In-Lieu**

18.1 At no cost to the City or the Region, the Owner shall grant to the City and the Region, free of encumbrances, the lands, easements and 0.3 metre reserves as required in Schedule F for municipal purposes. The Owner shall also grant gratuitously such other easements, including easements for temporary turning circles as may be required for municipal and Regional services and for other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City and the Region shall be lodged with the City before the registration of the plan or any part thereof.

18.2 The Owner, if required by the City, shall pay to the City prior to final approval of the plan for registration, money in lieu of the conveyance of land for park or other public recreational purposes. The amount of this payment is shown on Part 3 of Schedule C attached to this agreement.

**19.
Solicitor's
Certificate**

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

**Cost of
Regis-
tration**

19.2 The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City, the cost of this

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

20.
Maintenance
Easements

The Owner shall include a maintenance easement, of up to 1.2 metres in width in the conveyance of all lots on which the dwelling situate thereon has been erected with a side yard of less than 1.2 metres in width. It is intended that the width of the side yard together with the width of the maintenance easement shall be at least 1.2 metres.

LAND FOR FUTURE DEVELOPMENT OR SUBJECT TO
SPECIAL REQUIREMENTS

21.

21.1 The Owner agrees:

21.1.1 that the lots and blocks described in Part 1 of Schedule G attached to this agreement are reserved for future development and shall only be developed in conjunction with the development of other lands abutting these lots or blocks;

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

21.2 The Owner agrees:

21.2.1 that the lots and blocks described in Part 2 of Schedule G attached to this agreement are subject to special requirements and shall only be developed in accordance with the requirements set out in Part 2 of Schedule G attached to this agreement;

21.2.2 that it will not apply for or be entitled to receive any building permits for these lots or blocks until such time as the Owner has complied with the requirements of Part 2 of Schedule G attached to this agreement for these lots or blocks.

FINANCIAL

22.
Taxes

The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before execution of this agreement by the City. The Owner further undertakes and agrees to pay all taxes levied or to be

levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Collectors' Roll according to the plan. The Owner agrees to pay municipal taxes for 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.

23.
City Capital
Contribu-
tions

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

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

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

24.
Regional
Levies

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

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

25.
Hydrant
Inspecton

The Owner shall pay to the Region a hydrant inspection fee equal to One Hundred Dollars (\$100.00) per hydrant prior to the release of the plan for registration.

26.
Admini-
stration
Fees

The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00);

three and one-half per cent (3-1/2%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan, a deposit based on the estimated cost of the total works as approved by the Commissioner of Public Works and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

27.
Insurance

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

27.1 be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);

27.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least Five Million Dollars (\$5,000,000.00), exclusive of interest and costs;

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

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

27.5 contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and

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

Prior to the registration of the plan, the Owner shall deposit with the City, a certificate of insurance in a form acceptable to the City, certifying that insurance, as required by this clause, has been obtained and is in force.

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

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

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

28.
Perfor-
mance
Guarantee

28.1 Prior to final approval of the plan, the Owner shall deposit with the City as a performance guarantee cash, a letter of credit from a chartered bank, or other negotiable 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 Commissioners of Public Works, Planning and Development, and Community Services. The estimated cost of all the works is shown on Part 2 of Schedule C attached to this agreement.

Owner in
Default

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

28.3 Upon the failure by the Owner to remedy a default or neglect in the performance of this agreement within the time requested by the Commissioner of Public Works, the City Treasurer may, at any time, authorize the use of all or part of the performance guarantee referred to in paragraph 28.1 to remedy the default or neglect and

to pay the cost of any part of the works the Commissioners of Public Works, Planning and Development, and Community Services may deem necessary.

28.4 The City agrees to reduce, from time to time, the amount of the performance guarantee referred to in paragraph 28.1 hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the Commissioners of Public Works, Planning and Development, and Community Services upon receipt of:

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 Owner'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; and

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

The remaining ten per cent (10%) of the performance guarantee for the underground services and plant materials shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Commissioner of Public Works. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the Commissioner of Public Works and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty (30) days of the date of invoice from the City in addition to any other payments provided for in this agreement.

The remaining ten per cent (10%) of the performance guarantee for the aboveground work 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 performance guarantee referred to in paragraph 28.1 where such reduction would result in the said principal amount being less than the aggregate total of:

28.5.1 the estimated cost as established by the Commissioners of Public Works, Planning and Development and Community Services of works which have not yet been accepted by the City as being completed, and

28.5.2 the unpaid balance of the industrial and commercial capital contribution required to be paid by this agreement.

28.6

The Owner shall supply such details of completed and uncompleted works as are required by the Commissioner of Public Works.

29.
The
Construction
Lien Act

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

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

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

29.4 The City Treasurer may, at any time, authorize the use of all or part of the performance guarantee referred to in paragraph 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 Owner defaults in the performance of paragraph 29.2 of this agreement; and

29.4.2 to pay to the City or the Region or both any amounts owing to them pursuant to paragraph 29.3 of this agreement.

29.5 The Owner acknowledges that the City shall not be required to reduce or release the performance guarantee in accordance with paragraph 28 of this agreement until the City is satisfied that all of the provisions of paragraphs 28 and 29, together with all other applicable provisions of this agreement have been complied with.

30.
Final
Acceptance
of Works

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

30.1.1 a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the

installation and maintenance of works and that there are no outstanding claims relating to the works;

- 30.1.2 a certificate of the Owner's consulting engineer and landscape architect certifying that there are no outstanding or potential lien claims in respect of all of the completed works pursuant to the Construction Lien Act.
- 30.1.3 a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one (1) month prior to the application by the Owner for final acceptance of the works;
- 30.1.4 further that he has placed all bench marks as required under clause 17.9 and that he has provided the City Commissioner of Public Works with the description of location and elevation of these bench marks;
- 30.1.5 all lot grading certificates described in paragraph 3.8;
- 30.1.6 one complete set of "as constructed" Mylar, Dylar or Cronoflex reproductions of the plan for all works including lot grading as described in paragraph 3.9;
- 30.1.7 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act for all the works constructed within the plan, together with proof of publication of these certificates.
- 30.1.8 list of all vacant and undeveloped lots or blocks within the plan.

30.2 The City may, as a condition to the final acceptance of the works, require the Owner and the then mortgagees to enter into an agreement with a performance guarantee with the City 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 30.1.8 of this agreement.

Indemnification

- 30.3
 - 30.3.1 Until the final acceptance of all the works required by this agreement, by resolution of the City Council, the Owner shall indemnify the City and the Region against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of the Owner, 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 Owner 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.

GENERAL

31.
Boards
of Educa-
tion
Requirements

31.1 The Owner shall enter into agreements with The Peel Board of Education and The Dufferin-Peel Roman Catholic Separate School Board to enable the Boards to purchase the lands designated as school sites, and the City shall not release the plan for registration until provided with confirmation from the School Boards that the agreements required by this clause have been entered into or that other arrangements satisfactory to the School Boards have been made.

31.2 The Owner shall, when required by The Peel Board of Education or The Dufferin-Peel Roman Catholic Separate School Board or both of them, in the conditions of draft approval for the plan, erect and maintain signs at all entrances to the subdivision with wording approved by the respective Board for the purpose of providing prospective purchasers with information regarding school facilities. These signs when required shall be erected prior to the issuance of any building permits.

31.3 The Owner shall, when required by The Peel Board of Education or The Dufferin-Peel Roman Catholic Separate School Board or both of them, in the conditions of draft of approval for the plan, include **IN BOLD CAPITAL TYPE** in all agreements of purchase and sale for all lots shown on the plan, clauses containing wording approved by the respective Board for the purpose of providing purchasers with information regarding school facilities.

32.
Architectural
Control
Committee

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

32.1 one member to be appointed by the Owner;

32.2 one member to be appointed by the City Council;

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

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

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

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

33.
Energy
Conservation
Features

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

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

These features, when approved, shall constitute guidelines for the Architectural Control Committee in reviewing and approving the architectural aspects of all dwellings within the plan.

34.
Copies

34.1 Prior to release for registration by the City the Owner shall supply the City with twenty (20) copies of the proposed final plan for verification as to compliance with this agreement.

34.2 Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of twenty (20) copies of the registered plan.

35.
Land Use
and Signs

35.1 The City shall, by by-law, regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement.

35.2 The Owner shall, prior to offering lots or dwelling units on the plan for sale to the public, erect signs:

35.2.1 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; and

35.2.2 on all parkland and open space land within the plan, indicating the proposed uses of each park block.

35.3 The number, wording, size, and location of the signs referred to in paragraph 35.2 shall be approved by the Commissioner of Planning and Development, and the Commissioner of Community Services prior to their erection. The Owner shall maintain these signs until final acceptance of the works by the City in accordance with this agreement.

36.
Exemption
from Part
Lot
Control

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 Owner, pass by-laws to exempt from part lot control, all lands within the plan zoned for semi-detached or street townhouse purposes and requiring exemption from part lot control. 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.
Govern-
mental
Agencies,
etc.
- Informa-
tion

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

37.2 The Owner shall, prior to offering lots or dwelling units on the plan for sale to the public, display in all display areas referred to in paragraph 37.1 colour-coded maps or plans approved by the Commissioner of Planning and Development and the Commissioner of Community Services, showing:

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

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

37.2.3 those lots within the plan that are designated as fire break lots in accordance with the City's fire break policy for subdivisions under construction.

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

37.3 The provisions contained in paragraph 37.1 and 37.2 shall apply to all persons building dwelling units within the plan or selling either lots or dwelling units within the plan. The Owner shall bring these paragraphs to their attention by means of attaching a copy of them to all agreements of purchase and sale for all lots in the subdivision sold to such persons.

38.
Existing
Buildings

The Owner shall, when and if required by the City and within the time required by the City, remove from the lands, buildings existing on the lands at the date of execution of this agreement.

39.
Open Fires

The Owner 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 all persons, including their contractors and subcontractors, who are constructing buildings within the plan. The Owner shall bring this clause to the attention of all such persons by means of attaching a copy of it to all agreements of purchase and sale of all lots or blocks in the subdivision sold to such persons.

40.
Approvals
and
Notices

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

40.2 Wherever decisions are made within the meaning of this agreement by the Commissioner of Public Works, the discretion of the said Commissioner shall be exercised according to reasonable engineering standards and principles.

40.3 All approvals required to be given by the City pursuant to this agreement, shall be given by that City Commissioner or other City official having jurisdiction or control over the particular matter or land for or in respect of which the approval is required.

40.4 Any notice required to be given to the Owner by any provision of this agreement, shall be sufficiently given to the Owner if given in writing to either the Owner or to the Owner's professional engineer, or to the Owner's landscape architect by either:

40.4.1 personal service; or

40.4.2 prepaid first class mail; or

40.4.3 prepaid registered mail,

addressed to the Owner at c/o 1 Director Court, Suite 105, Woodbridge, Ontario L4L 4S5 or the Owner's professional engineer or landscape architect at the addresses shown on the approved plans referred to in Schedule C attached to

this agreement 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.

41.
Mortgagees

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

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

41.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an owner, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

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

42.
By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

43.
Agreement
Binding

The Owner shall not call into question, directly or indirectly in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the City and the Region to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

44.
Successors
& Assigns

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

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

FRAM CONSTRUCTION LIMITED

(print NAME of signatory)

[Signature]
TITLE

(print NAME of signatory)

TITLE

AUTHORIZATION BYLAW
NUMBER <u>192-85</u>
PASSED BY CITY
COUNCIL ON THE <u>841</u>
DAY OF <u>JULY, 1985</u>

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
KENNETH G. WHILLANS MAYOR

[Signature]
LEONARD J. MIKULICH CLERK

AUTHORIZATION BYLAW
NUMBER _____
PASSED BY THE REGIONAL
COUNCIL ON THE _____
DAY OF _____ 19__

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
R. FRANK BEAN CHAIRMAN

[Signature]
LARRY E. BUTTON CLERK

PARR FARMS LIMITED

(Print NAME of signatory)

[Signature]
Marilyn McGuigan Pres. TITLE

(Print NAME of signatory)

TITLE

VANGUARD TRUST OF CANADA LIMITED

(Print NAME of signatory)

[Signature]
MURRAY S. ROSS, VICE PRESIDENT TITLE

(Print NAME of signatory)

[Signature]
Don Wollstein, PRESIDENT TITLE

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

Part of Parcel
LOTS 1 to 309 (both inclusive) section 43M-820
BLOCKS 312 and 313
Registered Plan 43M-820
City of Brampton
Regional Municipality of Peel

SCHEDULE C Part 2

ESTIMATED COST OF ALL WORKS

<u>Regional Services</u>	Sanitary Sewers	\$ 458,850.00
	Watermains	426,395.00
	SUBTOTAL	\$ 885,245.00
	10% Eng. & Cont.	88,524.50
	TOTAL	\$ 973,769.50

<u>City Services</u>	Storm Sewers	\$ 830,196.50
	Weeping Tile System	-
	Roadworks	2,943,617.50
	Boulevard Landscaping	340,000.00
	Parks Landscaping	364,641.00
	SUBTOTAL	\$4,478,455.00
	10% Eng. & Cont.	447,845.50
	TOTAL	\$4,926,300.50

<u>Performance Guarantee</u>	Regional Services	\$ 973,769.50
	City Services	4,926,300.50
	TOTAL	\$5,900,070.00
	PERFORMANCE GUARANTEE (rounded)	<u>\$5,900,070.00</u>

City Services topsoiling and seeding of parklands = \$20,000.

CPA

SCHEDULE C Part 4

1. ADDITIONAL WORKS WHICH MAY BE PROVIDED
BY THE OWNER AT THE CITY'S COST (paragraph 4.4)

Construction of Esker Outlet Pipe from northerly limit of the plan to the north road allowance of Le France Boulevard, in accordance with engineering drawing no. 62.

Costs are to be submitted to and approved by the Commissioners of Public Works and Building, and Community Services, and payment shall be made to the Owner by the Community Service Department.

Planting, paving: Estimated Cost of \$137,838.00

2. WORKS TO BE CONSTRUCTED BY THE OWNER WITHIN WATERCOURSE
AND VALLEYLANDS OF THE PLAN (paragraph 4.5)

N I L

SCHEDULE D

NOISE ATTENUATION REQUIREMENTS (paragraph 4.1.1)

1. The Owner shall:

1.1 certify prior to the issuance of any building permits for Lots 34 to 37 (both inclusive), 57 to 62 (both inclusive), 93 to 124 (both inclusive), 127 to 131 (both inclusive), 164 to 195 (both inclusive), 217, 254, 255, 256, 291, 292, 293, and 303, as shown on Schedule 'B', that the builder's plans for each dwelling unit to be constructed on said lots or block have been prepared in accordance with the up-dated detailed acoustical report, prepared by Knox Martin Kretch Limited and approved by the City, the Region and the Ministry of the Environment, and show all of the noise control features required by the acoustical report. In addition, Knox Martin Kretch Limited shall, prior to final acceptance of the works by the City, certify that all of the noise control features required by the acoustical report have been provided and completed.

1.2 construct an acoustical wall ranging in height from 1.8 to 2.0 metres in the following locations as shown on Schedule B.

<u>LOT/BLOCK</u>	<u>LOCATION</u>
<u>Schedule B</u>	
36, 59, 60, 121 122, 123, 124, 129, 165 to 195 (both inclusive), 255, 291, 292, 293	along rear property line
36, 37, 58, 59, 128, 129, 217, 254, 255, 303	along exterior side property line from mid-point of dwelling to rear lot corner.
164	along the rear property line where it abuts Howden Boulevard
290	along rear property line for a distance of 19 metres from the north property corner.

The exact height, location and detailed specifications for the acoustical barrier shall be shown on the lot grading and landscaping plans required to be approved by the City. The acoustical barrier shall be solid, with no holes or gaps, except in those locations indicated on the approved lot grading plan, and have a minimum surface density of four (4) pounds per square foot (20 kg. per square metre).

1.3 include in the conveyance for Lots 36, 37, 58, 59, 60, 121, 122, 123, 124, 128, 129, 164 to 195 (both inclusive), 217, 254, 255, 290, 291, 292, 293 and 303, as shown on Schedule B and a covenant satisfactory to the City of Brampton requiring that the acoustical barrier, as installed, shall be retained, repaired or replaced by the purchaser. 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.

1.4 install the necessary duct work for central air conditioning in each dwelling unit to be located on Lots 34 to 37 (both inclusive), 57 to 62 (both inclusive), 93 to 124 (both inclusive), 127 to 131 (both inclusive), 164 to 195 (both inclusive), 217, 254, 255, 256, 291, 292, 293 and 303, as shown on Schedule 'B'.

1.5 include the following clauses in the agreements of purchase and sale for all lots as specified in 1.4 of Schedule 'D'.

"Purchasers are advised that noise levels due to increasing road traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the noise exposure level may exceed the criteria of the City and the MOE."

This dwelling unit has been fitted with a forced air heating system and the ducting sized to accommodate a central air conditioning unit. (Note: air cooled condenser unit not to exceed ARI rating of 7.8 bels and to be located in a noise insensitive area).

I, the purchaser, hereby agree to place these clauses in all subsequent offers of purchase and sale when I sell the unit."

1.6 include the following warning clause in offers of purchase and sale for all other lots:

"Due to vehicular movements, noise levels on this property may occasionally be of concern to dwelling occupants."

1.7 display in all display areas referred to in paragraph 37 of this agreement, a map indicating in colour-coded form those lots/dwellings which will receive special noise attenuation features.

1.8 submit to the City an acoustical report prior to site plan approval on Blocks 312 and 313.

SCHEDULE C Part 1

SCHEDULE OF APPROVED PLANS

1. ENGINEERING PLANS - (Public Works Division)

- Grading and Drainage
- Siltation and Control Works
- All Engineering Works

Description of Plan	Prepared By	No. of Plan	Date of Plan	Date of Approval	Approved By
Nortonville West Subdivision	Knox, Martin Kretch Ltd.	1 - 67	Dec. 1986	09/01/87	D. J. Ven Beilen

2. LANDSCAPE AND FENCING PLANS - (Planning & Development Division)

- Boulevards & Buffers
- All Fencing
- Noise Attenuation Works
- Tree Protection Works

Description of Plan	Prepared By	No. of Plan	Date of Plan	Date of Approval	Approved By
Noise Report	Knox, Martin Kretch Ltd.		03/16/87	04/09/87	S. D. Dewdney
Boulevard Planting and Fencing	Baker Salmond Associ.	4	04/87	10/20/87	F. Dalzell

SCHEDULE C Part 1

SCHEDULE OF APPROVED PLANS (cont'd.)

3. PARKLAND LANDSCAPE PLANS - (Parks & Recreation Division)

- Parks and Valleyland
- Open Space
- Tree Protection Works

Description of Plan	Prepared By	No. of Plan	Date of Plan	Date of Approval	Approved By
Layout & Grading	Baker Salmona Assoc.	L1, L2	April/87	10/29/87	R.Reid
Landscape Details	"	L3, L4	"	"	"
Planting Plan	"	L5, L6	"	"	"

PAYMENTS REQUIRED FROM THE OWNER

1. Payments in Lieu of Constructing Works (paragraph 4.2)

1.1 Regional Works

N I L

1.2 City Works

1.2.1 Four (4) Transit Pads at \$1,800 each =
\$7,200.00

2. Administration Fees (paragraph 26)

Regional Services	\$ 29,213.09
City Services	<u>147,789.02</u>
TOTAL Administration	<u>\$177,002.11</u>

3. Cash-in-Lieu of Conveyance of Parkland (paragraph 18.2)

N I L

4. Other Payments (paragraph 4.1.3)

4.1 Hydrant Inspection Fee of 20 hydrants at
\$100 each = \$2,000.00

4.2 Region Watermain Frontage Charge:
Heart Lake Road - 608 metres at \$30/m = \$18,340.00
Howden Boulevard- 98 metres at \$30/m = \$ 2,940.00

4.3 City - Brampton Esker Hydrology Study - \$10,944.00

2/1

SCHEDULE E

SPECIAL CLAUSES (paragraph 4.1.2)

1. All things required by Schedule E of this agreement to be completed, installed, constructed or provided, shall be deemed to be works within the meaning of this agreement and shall be undertaken and completed to the satisfaction of the City and the Region as the case may be in accordance with detailed plans and specifications approved by the City and the Region as the case may be and unless otherwise provided, shall be at the expense of the Owner. These detailed plans and specifications, when approved, shall be deemed to be approved plans within the meaning of this agreement and all of the provisions of this agreement shall apply to them.
2. **Parklands** The Owner shall hydroseed the parklands surrounding the lakes immediately after the mass grading operations.
3. **Dust Control** The Owner shall control all dust originating from the lands to the satisfaction of the City.
4. **Vodden Street** The Owner, at its own expenses, shall construct Vodden Street as shown on the plan in accordance with the approved engineering plans. The City shall make its best efforts to obtain from Bramalea Limited a contribution to the cost of constructing that part of Vodden Street from the easterly boundary of draft plan 21T-81048B to Howden Boulevard in an amount to be determined by the Commissioner of Public Works. This contribution shall be based on actual construction costs, but shall not include any interest costs or be adjusted by a construction cost escalation factor. Any contribution received from Bramalea Limited shall be paid to the Owner.
5. **Construction Traffic** The Owner agrees that all construction traffic shall gain access to the lands from Howden Boulevard only. The Owner shall erect barricades on Laurelcrest Street, Lillington Street, and Leatherhead Court to the satisfaction of the City.
6. **Lot Grading** The Owner shall grade all lots on the plan so that there is a minimum depth of six (6) metres and a width equal to the width of the dwelling less one (1) metre with slopes between 2% and 4% in the rear yard.
7. **Highway 410** The Owner shall include a warning clause in all agreements of purchase and sale for all lots and dwelling units on the plan containing wording satisfactory to the Ministry of Transportation and Communications, advising purchasers that during road construction activity of future Highway No. 410 inconvenience and annoyance may be caused due to noise and dust.
8. **Special Foundation Requirements** The Owner shall:
 - 8.1 prior to the issuance of a building permit, provide and have approved by the Chief Building Official an engineering report indicating special foundation requirements if any, to support structures that may be erected on disturbed ground or lots with special soil conditions; and

8.2 include a clause in all agreements of purchase and sale for all lots, blocks and dwelling units within the plan containing wording satisfactory to the City advising purchasers that, owing to soil conditions, special foundation designs may be required for certain lots or blocks within the plan, and further advising that there is a possibility that the cost of such special foundations may result in an additional cost to erect any buildings or structures on that particular lot or block.

9.
Laurelcrest
Street

The Owner shall:

9.1 erect and maintain to the satisfaction of the Commissioner of Public Works, a temporary barricade at the southerly end of Laurelcrest Street as shown on the plan as part of the construction of Laurelcrest Street. This barricade shall remain in place until Highway No. 410 is fully operational and in use for two-way traffic on the northbound lanes from Steeles Avenue to Bovaird Drive; and

9.2 erect and maintain signs containing wording satisfactory to the Commissioner of Public Works on both sides of the barricades indicating that the barricades will be removed once Highway No. 410 is fully operational for two-way traffic on the northbound lanes from Steeles Avenue to Bovaird Drive.

10.
Lake Pro-
visions
- Siltation
& Erosion

10.1 The Owner shall construct the following erosion and siltation control works around the two lakes being developed on the plan:

10.1.1 the continuous silt trap referred to in paragraph 2.3 of Schedule G, Part 2;

10.1.2 the GEO-WEB erosion protection system around the two lakes in accordance with the approved parkland landscape plan; and

10.1.3 any additional erosion and siltation control works required by the City prior to final acceptance of all of the works.

10.2 The Owner shall remove all silt and sediment deposited in the two lakes as a result of the construction of any of the works required by this agreement, or the construction of any dwelling units or other buildings within the plan. This work shall be done at the Owner's expense to the satisfaction of the City.

10.3 Notwithstanding anything contained in this agreement, the Owner shall maintain, to the satisfaction of the City, all of the erosion and siltation control works required to be constructed by this agreement for a period of five (5) years from the date their construction is completed to the satisfaction of the City or until final acceptances of all the work required by this agreement, whichever shall occur last.

10.4 Notwithstanding anything contained in this agreement, the City may retain such part of the performance guarantee required by paragraph 28 of this agreement as may be determined by the City to ensure that the erosion and siltation control works required by this agreement are constructed and maintained to the satisfaction of the City and to ensure that all silt and sediment is removed from the lakes as required by paragraph 10.2.

11.
Lake
Water
Quality
Control

The Owner shall engage consultants for the purpose of monitoring water quality in the lakes. A water quality report shall be prepared after mass grading has been completed and a further water quality report shall be prepared three (3) years after mass grading has been completed. The

Owner shall maintain the water quality in the lakes in accordance with water quality control specifications to be prepared by Gartner Lee & Associates until final acceptance of all of the works. Notwithstanding anything contained in this agreement, the City may retain such part of the performance guarantee required by paragraph 28 of this agreement as may be determined by the City to ensure that the water quality is maintained in accordance with these specifications

SCHEDULE F

1. LANDS TO BE CONVEYED TO THE CITY (paragraph 18.1)
 - 1.1 Parkland and Open Space - Blocks 311, 314, and 315
 - 1.2 Walkways - Blocks 316, 317, 318, and 319
 - 1.3 Landscaped Buffer Block - Block 310
 - 1.4 Daylighting Blocks - Blocks 321, 323, and 331
 - 1.5 Reserves - Blocks 320, 322, 324, 325, 326, 327, 328, 329, 330, 332, and 335.

2. LANDS TO BE CONVEYED TO THE M.T.C.
 - 2.1 Reserves - Blocks 333 and 334

3. EASEMENTS TO THE CITY
 - 3.1 Storm Drainage - part of LOTS 272, 273, 289, 307, and 308

4. EASEMENTS TO THE M.T.C.
 - 4.1 A 15 metre wide easement in a form and location satisfactory to the M.T.C. on LOTS 92 to 113 (both inclusive) and LOTS 115 to 121 (both inclusive).

PART 1 LANDS FOR FUTURE DEVELOPMENT (paragraph 21.1)

N I L

PART 2 LANDS SUBJECT TO SPECIAL REQUIREMENTS (paragraph 21.2)

1. BLOCKS 312 and 313:

1.1 These Blocks are subject to the City's site plan control by-law. Building permits for these blocks should only be issued in accordance with the City's site plan control by-law.

1.2 The Owner agrees that all drainage from Block 313 shall flow towards Vodden Street.

2. LOTS 13 to 17 (both inclusive), LOTS 21 to 36 (both inclusive) LOTS 59 to 65 (both inclusive), LOTS 129 to 150 (both inclusive), and LOTS 255 to 271 (both inclusive):

2.1 The external treatment of any exposed basement of any structure constructed on any of these Lots shall be the same as the exterior treatment of the balance of the structure.

2.2 An approved continuous silt trap (standard drawing no. 406) shall be installed to the satisfaction of the City along the rear lot lines of all of these Lots prior to the issuance of a building permit for any of these Lots. This silt trap shall be maintained to the satisfaction of the City at the Owner's expense until the Commissioner of Public Works and Building authorizes the Owner in writing to remove the silt trap.

2.3 The Owner shall install all fencing required by the approved landscape and fencing plan on all of these Lots prior to the issuance of a building permit for any of these Lots.

2.4 The Owner agrees that all roof water downspouts on the dwellings constructed on these lots shall be directed to the front of the dwelling.

3. Fire Break Lots

The following lots are designated as Fire Break Lots in accordance with the City's fire break policy for subdivisions under construction. Building permits for these Lots shall only be issued in accordance with the provisions of this policy:

11, 17, 27, 32, 43, 54, 64, 85, 92, 99,
106, 110, 119, 135, 142, 149, 156, 163,
170, 177, 184, 190, 200, 211, 221, 229,
239, 246, 251, 260, 266, 276, 285, 292.

CITY CAPITAL CONTRIBUTIONS

1. Capital Contributions (Residential)
- The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the following capital contributions less the deduction referred to in paragraph 1.7:
- 1.1 The sum of Four Thousand, Two Hundred and Forty-Six Dollars (\$4,246.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;
 - 1.2 The sum of Two Thousand, Nine Hundred and Seventy-six Dollars (\$2,976.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;
 - 1.3 The sum of One Thousand, Eight Hundred and Thirty-One Dollars (\$1,831.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;
 - 1.4 A reduction of twenty-five per cent (25%) of the capital contributions shall be allowed for senior citizens apartments which qualify for such reduction as determined by Council.
 - 1.5 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;
 - 1.6 The capital contributions are effective the 9th day of December, 1986. The capital contributions shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). This adjustment shall be based on the Index last available prior to the 1st days of February and August respectively in each year and this Index is to be applied to the gross amount of the capital contributions set out in the City's Capital Contribution Policy.
 - 1.7 In accordance with the capital contribution policy of the City, the Owner shall be entitled to a total credit of **NINETY-SEVEN THOUSAND, ONE HUNDRED AND NINETY-FIVE Dollars (\$97,195.00)** on account of the total capital contributions required by this agreement. This credit shall be applied at the rate of **THREE HUNDRED AND FOURTEEN Dollars and FIFTY-FOUR Cents (\$314.54)** per dwelling unit for each of the **THREE HUNDRED AND NINE (309)** dwelling units shown on the plan. Capital Contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of

SCHEDULE H

THREE HUNDRED AND FOURTEEN Dollars and FIFTY-FOUR Cents (\$314.54) shall then be deducted from the capital contribution required for each dwelling unit.

1.8 In the event, during the development of the plan, it is determined from time to time that the final number of dwelling units to be constructed on the plan will be greater or lesser than **THREE HUNDRED AND NINE (309)** dwelling units, the credit per dwelling unit shall be, from time to time, recalculated and increased or decreased as the case may be to ensure that the Owner has received at the time of the issuance of the building permit for the last dwelling unit to be constructed on the plan, a total credit on account of the capital contributions required by this agreement of no more than or no less than **NINETY-SEVEN THOUSAND, ONE HUNDRED AND TWENTY-FIVE Dollars (\$97,125.00)**.

2. Capital Contributions (Industrial & Commercial) Blocks 312 & 313

2.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification and subject to adjustment as herein provided, a capital contribution of Four Thousand; Seven Hundred and Eighty-one Dollars (\$4,781.00) per acre for the total number of acres in the plan, to be used for industrial or commercial purposes.

2.1.1 Effective until the first day of February, 1988 the total industrial and commercial capital contribution for the plan is:

5.964 acres at \$4,944.12/acre = \$29,486.73.

2.1.2 The capital contribution shall be payable as follows:

2.1.3 the entire capital contribution may be paid prior to final approval of the plan for registration, or

2.1.4

2.1.4.1 25% of the total capital contribution for the plan shall be paid prior to final approval of the plan for registration by the City, and

2.1.4.2 a minimum of 25% of the total capital contribution for the plan adjusted as of the first days of February and August in each year in accordance with paragraph 2.3, shall be paid annually on the anniversary date of the registration of the plan in each of the three years following registration of the plan, and

2.1.4.3 in any event, the total capital contribution for the plan shall be paid in full prior to final acceptance of the works and assumption of the plan by the City.

2.2 In the event the total floor area of all the buildings proposed to be constructed on any lot within the plan, exceeds fifty per cent (50%) of the total lot area, the Owner shall unconditionally pay to the City, without protest or qualification an additional capital contribution of \$0.2195 Dollars per square foot for each square foot of the total floor area of the buildings in excess of fifty per cent (50%) of the total lot area. This additional capital contribution shall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with the existing buildings on the lot, have a total floor area which exceeds fifty per cent (50%) of the total lot area. For the purposes of this paragraph "lot" shall mean a lot as defined by the applicable zoning by-law.

2.3 These capital contributions are effective the 11th day of NOVEMBER, 1986, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year.

PEEL LOT LEVIES

SCHEDULE I

1. Peel lot levies are as follows:

		<u>Base Contribution</u> <u>January 1, 1974</u>
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	Single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 57.1.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

