

CRANE SWING AGREEMENT


THIS CRANE SWING AGREEMENT (the "Agreement") is made as of September 1, 2022

B E T W E E N:

THE REGIONAL MUNICIPALITY OF PEEL
(the "Region")

- and -

NATIONAL BRIKEN (STEELES) INC.
(the "Owner")

WHEREAS the Owner is the registered owner of the lands municipally known as ~~245 Steeles Avenue West, Brampton, Ontario~~, legally described in Schedule "A" hereto (collectively the "Building Site"); *260 Malta* 

AND WHEREAS the Region is the registered owner of the lands described as Steeles Avenue, legally described on Schedule "B" attached hereto (the "Region Lands");

AND WHEREAS the Owner is developing a mixed use residential apartment buildings on the Building Site (the "Project");

AND WHEREAS as part of the Project construction process, the Owner wishes to erect two (2) cranes on the Building Site, which cranes, will, from time to time, swing through a portion of the airspace above the Region Lands;

AND WHEREAS in accordance with the terms of this Agreement, the Region has agreed to grant the Owner (and its employees, agents, contractors and subcontractors) permission to allow the Owner (and its employees, agents, contractors and subcontractors) to swing two (2) cranes within the airspace above the Region Lands in accordance herewith.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the fees paid by the Owner to the Region and of the mutual covenants and agreements herein contained, (the sufficiency of which is mutually agreed to) and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1.0 AGREEMENT

1.1 The Region hereby grants to the Owner, including the Owner's contractors, subcontractors, employees and express agents, a temporary, non-exclusive right in the nature of a Crane Swing Agreement to utilize that portion of the airspace above the Region Lands depicted in the plan(s) listed in Schedule "C" (the "Airspace"), for the anticipated presence and use of its tower cranes or any part of its tower cranes including but not limited to the jib and counter-jib (collectively, the "Cranes") as depicted in the plan(s) listed in Schedule "C" through the Airspace from time to time for the purpose of constructing the Project, subject to the terms and conditions contained in this Agreement. The Region's acceptance of the plan(s) listed hereto in Schedule "C" does not imply that the Region and/or its consultants have any liability whatsoever, or have waived any rights or remedies, in respect of any deficiencies in that (plan(s)).

1.2 This Agreement only grants the Owner rights within the Airspace and not the airspace above or below the Airspace nor the airspace of any other property owned by the Region or any private party.

2.0 TERM

- 2.1 The term of this Agreement (the "Term") shall commence on the date of execution of this Agreement (the "Commencement Date") and thereafter shall expire upon delivery of written notification from the Region that the Commissioner of Public Works is satisfied that the Cranes have been removed and/or disassembled and, that all of the Owner's obligations under this Agreement have been satisfied and the Owner is not in default under the terms of this Agreement.

3.0 FEES and SECURITIES

- 3.1 As consideration for the Owner's use of the Airspace, the Owner shall pay to the Region an annual fee payable, in the amount of THREE HUNDRED DOLLARS (\$300.00) plus applicable taxes, each year during the Term. The Owner shall, simultaneously upon executing this Agreement, deliver to the Region a certified cheque or bank draft in the amount of NINE HUNDRED AND FOUR DOLLARS (\$904.00) inclusive of the applicable taxes as the fee for the first year of the Term and the Administration fee. Subsequent payments of the annual fee shall be paid to the Region on or before the yearly anniversary of the commencement of the Term noted in clause 2.1.

The Owner agrees to pay the Region the following:

- | | | |
|-----|----------------------------------------|----------------------------------|
| (a) | Administration fee (one time) | \$ 500.00, plus applicable taxes |
| (b) | Annual fee (each year throughout Term) | \$ 300.00, plus applicable taxes |
- 3.2 The Owner covenants and agrees to pay to the Region, upon execution of this Agreement, the Region's reasonable legal fees in connection with the negotiation and preparation of this Agreement.
- 3.3 The Owner covenants and agrees to pay to the Region its reasonable legal fees incurred as a result of exercising its rights and remedies under this Agreement.
- 3.4 The Owner shall, simultaneously upon executing this Agreement, deliver to the Region a letter of credit from a Schedule 1 Canadian Chartered Bank or other negotiable security approved by the Region Treasurer in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Letter of Credit") as security for the Owner's obligations under this Agreement. The Owner acknowledges and agrees that the Region may authorize the use of or draw on the Letter of Credit in accordance with clauses, 9.1, 10.1 of this Agreement or on the basis of the Owner's default under this Agreement. If the Owner is not in default under this Agreement the Region shall release the Letter of Credit to the Owner upon the expiration of the Term as detailed in clause 2.1.

4.0 CONDITIONS

- 4.1 The Owner covenants, acknowledges and agrees that this Agreement and the Owner's exercise of the rights granted in this Agreement are subject to the following terms and conditions:
- 4.1.1 In no event shall the Owner and the Owner's employees, agents, contractors and subcontractors and those for whom the Owner is responsible at law operate the Cranes, at any time to swing, load, unload, or hoist any objects, materials or other live loads over any portion of the Region Lands or within the Airspace with the exception of a 5.0m wide area of the Region's right-of-way fronting Steeles Avenue; in accordance with the terms of this Agreement and the road occupancy and temporary access permit as required by clause.
 - 4.1.2 The Owner acknowledges that the loading/unloading, hoisting, or swinging of any objects, materials, or other live loads by the Cranes over the Region Lands and within the Airspace may cause a health and safety concern to pedestrians and vehicles.

- 4.1.3 Prior to the installation and operation of the Cranes, the Owner shall obtain a Road Occupancy and a temporary construction access permit from the Region's Public Works Department (Traffic Engineering/Transportation Division). The Road Occupancy and a temporary construction access permit may also include the requirement for a traffic management plan.
- 4.1.4 Prior to the decommissioning and removal of the Cranes, the Owner shall obtain a Road Occupancy and a temporary construction access permit from the Region's Public Works Department (Traffic Engineering/Transportation Division). The Road Occupancy and a temporary construction access permit may also include the requirement for a traffic management plan.
- 4.1.5 The Owner covenants and agrees that prior to the installation and operation of the Cranes it shall obtain all necessary approvals and permits for the Cranes as required by the Region, as well as from any other applicable government authorities and agencies including, but not limited to, the Regional Municipality of Peel, the Credit Valley Conservation/Toronto and Region Conservation Authority, Ministry of Transportation, Alectra Utilities Corporation, Canadian National Railways, Ministry of the Environment Conservation and Parks, NAV Canada, Greater Toronto Airport Authority or any other agency or government body having authority with respect to the Cranes and/or the Building Site and the Region Lands. Further, the Owner covenants and agrees to obtain permission from the owners of any properties on which the Cranes encroach into their airspace.
- 4.1.6 The Owner covenants and agrees to ensure that the Owner, its employees, agents, contractors and subcontractors and those for whom the Owner is responsible at law erect, operate and dismantle the Cranes and perform all work permitted by this Agreement and complete all engineering and other inspections in accordance with all codes, laws (including the *Occupational Health and Safety Act* R.S.O. 1990, c. O.1 and its regulations (the "OHSA"), by-laws, rules, regulations and codes prescribed by all governmental or other authorities having jurisdiction including, without limitation, Code for Tower Cranes Z248-17 published by CSA Group and any amendment or replacement thereof, with respect to such matters and in accordance with prudent construction operating procedures.
- 4.1.7 Except as otherwise agreed to in writing with the Region, unrestricted access must be maintained to all sidewalks, roads, fire hydrants, entrances, parking facilities, utilities and transit stops located on the Region Lands.
- 4.1.8 The Owner agrees to cooperate with the Region to accommodate any Region requirements with respect to the Region's use of the Region Lands and Airspace provided such does not unreasonably interfere with the use of the Airspace by the Owner as provided herein. This includes temporarily ceasing operation of the Cranes or limiting their use if required by the Region acting reasonably.
- 4.1.9 The issuance of this Agreement does not supersede any approvals required through development review or rezoning.
- 4.1.10 When not in use, the Crane boom shall be secured (but not over the Region Lands) in accordance with the written procedures of the Crane's manufacturer subject to compliance with the requirements of the OHSA requiring overhead crane booms to be permitted to "slew" when such cranes are unattended.
- 4.1.11 The Owner must contact the electricity provider to make any arrangements the provider may reasonably require to have overhead electrical lines de-energized or relocated, at no cost of the Region, prior to commencing work.

- 4.1.12 The Owner agrees that in the operation, installation or removal of the Cranes, the Owner shall ensure that no damage is caused by the Owner or by its employees, agents, contractors and subcontractors or those for whom the Owner is responsible at law, to any part of the Region Lands and if so, it shall promptly, and at its sole cost and to the satisfaction of the Region, repair any such damage.
- 4.1.13 The Owner, its employees, agents, contractors and subcontractors or those for whom the Owner is responsible at law shall not release, deposit, discharge, place or dispose of any toxic materials, substances, pollutants, contaminants or wastes into the environment or at, on, or near the Airspace of the Region Lands in contravention of any applicable laws whether into the air, land, surface water or groundwater, at any time.
- 4.1.14 The Cranes shall be operated in a way as to minimize interference with the use or enjoyment of the Region Lands.
- 4.1.15 The Owner agrees and covenants to secure the Cranes at all times so as to prevent unauthorized access to it, and use of it.
- 4.1.16 The Owner agrees and covenants that it will only permit personnel who are trained and qualified according to all applicable laws, regulations, standards to construct, operate, supervise, signal and dismantle the Cranes;
- 4.1.17 The Owner shall cease all use of the Airspace and shall dismantle and remove the Cranes as soon as it is commercially feasible to do so after completion of the Project and in any event prior to the expiry of the Term or any earlier termination of the Agreement.

5.0 NO REPRESENTATION OR WARRANTY

- 5.1 The Region makes no representation or warranty with respect to the condition or suitability of the Airspace for the Owner's intended use.

6.0 INDEMNITY

- 6.1 The Owner hereby covenants and agrees to indemnify and save harmless the Region, its Chair, elected officials, employees, agents and contractors, from and against any and all claims, demands, actions, cause of actions, costs, losses, liabilities or expenses for which they may become liable or incur as a result of any type of damage or loss, including but not limited to property damage and personal injury, arising out of the presence (in whole or in part), installation, use, operation, and/or dismantlement of the Cranes, the duties and obligations in this Agreement or breach thereof, any act or omission by the Owner or those for whom it is responsible and/or its permitted successors and assigns, or their employees, agents, contractors, subcontractors or invitees which causes or contributes to any such injury, damage or loss, save and except where caused by negligence on the part of the Region and those for whom it is responsible at law.
- 6.2 The obligation of the Owner to indemnify the Region, its Chair, elected officials, employees, agents and contractors, under this Agreement, shall not and does not confer upon the Owner any right or authority to settle or take any steps, proceedings or do anything in the name of the Region, in respect of any claim, demand, action or proceeding which may be brought against the Region and in respect of which the Owner is obligated to indemnify the Region.
- 6.3 The Owner covenants and agrees that it shall take all steps necessary to avoid construction liens being registered against title to the Region Lands as a result of the activities of the Owner in connection with the Cranes. The Owner shall indemnify and save harmless the Region from and against all actions, causes of action, claims, demands and expenses whatsoever which the Region may incur as a result of the registration of any such construction liens. In the event of the registration of any such construction liens, the Owner covenants and agrees that within ten (10) days of receiving notice of a lien to either take reasonable steps to discharge and vacate the same from title, or, in the alternative, commence

the appropriate application under the *Construction Act* R.S.O 1990, c. C.30. seeking relief to vacate and discharge the same.

- 6.4 The parties hereby expressly declare that it is neither their intention nor their agreement that any arrangements between them shall constitute or be deemed to constitute the Owner and the Region as partners, joint venturers or agents of each other.

7.0 RELEASE AND WAIVER

- 7.1 The Owner hereby remises, releases and forever discharges the Region, its elected officials, employees, agents and contractors, of and from any and all claims, actions, causes of action and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of or occasioned by the presence of the Cranes (in whole or in part), the installation, use, operation and/or dismantlement of the Cranes, including any work undertaken by the Owner or the City, its contractors or agents as permitted by this Agreement.

8.0 INSURANCE

- 8.1 The Owner covenants to take out and keep in full force and effect throughout the Term of this Agreement and until the Project is completed, the following insurance which shall specifically include the risks and potential liability resulting from the use and/or operation (including the erecting and dismantling) of the Cranes, which will, from time to time swing or be present within the Airspace and over the Region Lands as described in this Agreement:

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

8.1.2 Such policy shall be written with limits of not less than **TEN MILLION DOLLARS (\$10,000,000)** exclusive of interest or costs, per occurrence and shall include the Region as an additional insured; and

- 8.2 Such policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurers to the Region at least thirty (30) days before the effective date thereof.
- 8.3 All policies of insurance stipulated herein shall be with insurers that have a rating which meet the requirements of the Region, acting reasonably .
- 8.4 The Owner shall deposit with the Region, prior to execution of this Agreement, a certificate of insurance on a form provided by the Region.
- 8.5 The Owner shall file a renewal certificate with the Region not later than one (1) month before the expiry date of any policy provided pursuant to this Agreement, until the Region 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 Region shall be entitled to renew the policy at the expense of the Owner.
- 8.6 The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims, if any, for which it may be held responsible.

9.0 EMERGENCY REPAIRS

- 9.1 If the Commissioner of Public Works deems in their reasonable opinion that an emergency exists or may exist as a result of the Cranes being or possibly becoming a source of danger to the health and safety of the public, the Commissioner of Public Works may take measures on behalf of the Owner, without notice to the Owner, as the Commissioner of Public Works may deem necessary to remove the danger or potential danger created by the Cranes. Notwithstanding clause 4.1.7, the Owner acknowledges that such measures may include the Region requiring the Owner to: 1) limit the use of the Cranes; 2) cease operation of Cranes;

and 3) remove the Cranes, and agrees that it will comply immediately with such requirements. Where the Commissioner of Public Works elects to take any action under this clause, the expenses incurred by the Region in so doing shall be promptly repaid by the Owner to the Region within five (5) business days of the Region providing written notice to the Owner of the expenses owing. If the expenses are not paid within five (5) business days of the Region providing notice of how much is owing, such expenses may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Region and may be collected from the Owner in any manner permitted by law, including being added to the tax roll for the Property and recovered in the same manner and with the same penalties as municipal taxes on real property.

10.0 REMEDIES AVAILABLE TO REGION

10.1 In the event that the Owner is in default of any of the terms in this Agreement the Region may deliver to the Owner written notice of such default which written notice shall specify the default. The Owner agrees to either cure such default within five (5) business days after receipt of written notice from the Region or where such default cannot be cured within five (5) business days, to give written notice to the Region within such five (5) business day period of a methodology acceptable to the Region acting reasonably and based upon best practices (including a proposed timetable for implementation or completion of same, as the case may be, certified by the Owner's consultants where necessary), to remedy such default. In the event that the default is not cured within the five (5) business day period or the methodology is not acceptable to the Region acting reasonably, without further notice to the Owner, the Region may, in its absolute and unfettered discretion, make any payment, carry out any work, or do any other thing which is the obligation of the Owner to do under this Agreement and the Owner shall within five (5) business days of receiving written notice (notifying the Owner of the amount owing), reimburse the Region in full for all sums so paid, including any and all costs and expenses incurred by the Region in carrying out any such work or doing such things. If the costs and expenses are not paid to the Region within five (5) business days of receiving written notice (notifying the Owner of the amount owing), such amount may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Region and may be collected from the Owner in any manner permitted by law, including being added to the tax roll for the Owner's Lands and recovered in the same manner and with the same penalties as municipal taxes on real property.

10.2 The costs and expenses incurred by the Region and referred to in clauses 9.1 and 10.1 shall include, but are not limited to, the wages and benefits paid to or in respect of any employees or contractors of the Region in respect of the time during which such employees were employed with the Region, supervising or administering the carrying out of such work or things and the replacement cost of any materials owned by the Region and used in connection with the same and any amount equivalent to the amount that would have been the reasonable rental cost of any Region owned equipment used in that connection if the same were not owned by the Region, as well as any other costs or expenses incurred by the Region.

10.3 In the event that:

- a) a default is not cured within five (5) business days after receipt of written notice from the Region of such default and such methodology is not provided to the Region within the five (5) business day period; or
- b) the Owner fails to diligently pursue the remedy to such default as proposed in the methodology; or
- c) the Owner fails to make payment to the Region within five (5) business days after receipt of written notice from the Region indicating the costs and expenses owing to the Region

the Region may terminate this Agreement and/or all rights granted hereunder by written notice of termination given to the Owner.

11.0 AGREEMENT TO ENTER

- 11.1 For the purposes of permitting the Region to carry out any of its rights and remedies under this Agreement or at law, the Owner hereby grants to the Region an unlimited and irrevocable right to enter upon and access the Building Site, upon 24 hours' written notice given by the Region unless the Region is acting in accordance with clause 9.1 in which no notice is required to be given by the Region, through any of its employees, agents and contractors, including their vehicles, equipment, supplies and materials, and the Owner shall execute such further assurances as may be deemed necessary by the Region to facilitate the right granted herein.

12.0 NO INTEREST IN FAVOUR OF OWNER

- 12.1 The Owner acknowledges and agrees that the permission hereby granted cannot and does not create or grant the Owner with any interest or easement in, over or upon the Region Lands and Airspace.

13.0 EXTENSION OF TIME

- 13.1 The Region may, in its absolute and unfettered discretion, grant such extensions of time as it deems reasonable or necessary for the performance of the Owner's obligations under this Agreement, provided however, that no such extension nor any other indulgence granted by the Region, or any neglect, refusal or failure to enforce any of the terms and conditions of this Agreement, either in a timely manner or at all, or to take any other remedy shall in any way act as a waiver of the obligations of the Owner under any and all terms of this Agreement.

14.0 SEVERABILITY

- 14.1 Should any of the terms of this Agreement be found to be illegal, unenforceable or *ultra vires* by a court of competent jurisdiction, then those terms so found shall be severable from this Agreement and the remaining terms herein shall continue in full force and effect.

15.0 NOTICES and EXECUTION

- 15.1 Any notice under this Agreement is sufficiently given if delivered personally or if sent by registered mail, facsimile or similar electronic means (including e-mail) to the Region at:

REGIONAL MUNICIPALITY OF PEEL
10 Peel Centre Drive, Suite B, 6th Floor
Brampton, ON L6T 4B9

Attention: Manager, Real Property and Facility Acquisitions
905-791-7800, Extension 7636
realpropertyrequest@peelregion.ca
Fax: 905-791-3645

And if intended for the owner:

National Brixen (Steeles) Inc.
3800 Steeles Ave W, #103W
Woodbridge, ON L4L 4G9

Attention: Alexander D'Orazio
289-657-1315

or at such other addresses as the Region and the Owner may designate from time to time. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it. Notices by registered mail shall be deemed to have been received on the third (3rd) Business Day after the date of mailing. Notices by personal delivery, facsimile or similar electronic means (including e-mail) shall be deemed to have been received at the time of delivery or transmission unless delivered or transmitted on a weekend or holiday, in which case such notice shall be deemed to have been received on the next Business Day. In the event of an interruption in postal service, notice shall be given by personal delivery, facsimile or other electronic means (including e-mail).

16.0 ASSIGNMENT

- 16.1 This Agreement shall not be assigned or transferred by the Owner without the express written consent of the Region not to be unreasonably withheld or delayed.
- 16.2 The Owner shall not assign its interest in the Airspace without the express written consent of the Region not to be unreasonably withheld or delayed.
- 16.3 Notwithstanding Sections 16.1 and 16.2, the Region acknowledges and agrees that the Owner shall be permitted to assign this Agreement and the Owner's rights herein, without the consent of the Region, to any transferee of a portion of the Building Site pursuant to severances effected in accordance with consent applications currently in progress, provided that the assignee(s) shall enter into an agreement with the Region assuming the Owner's obligations under this Agreement with respect to the portion of the Building Site so transferred.

17.0 SUCCESSORS AND ASSIGNS

- 17.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

18.0 EXTENDED MEANINGS

- 18.1 In this Agreement, words, terms and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, the masculine shall include feminine and the feminine shall include the masculine, as the case may be and the context require.

19.0 CURRENCY

- 19.1 Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

20.0 HEADINGS FOR CONVENIENCE ONLY

- 20.1 The division of this Agreement into articles and clauses is for convenience only and shall not affect the interpretation or construction of this Agreement.

21.0 ENTIRE AGREEMENT

- 21.1 This Agreement, including any schedules attached hereto, shall constitute the entire agreement between the parties concerning the transaction contemplated hereby. This Agreement shall not be modified or amended except by written agreement executed and dated by both parties.

22.0 ADDITIONAL CONSIDERATIONS

- 22.1 The parties shall sign such further or other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

23.0 GOVERNING LAW

23.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

24.0 TIME OF THE ESSENCE

24.1 Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement.

25.0 MUNICIPAL DISCRETION

25.1 The Owner acknowledges that this Agreement shall not in any manner fetter the discretion or authority of The Regional Municipality of Peel or its Council under the *Municipal Act, 2001*, as amended and/or the *Planning Act*, R.S.O. 1990, as amended, over the Building Site regarding development and land use regulations.

26.0 NON-MERGER

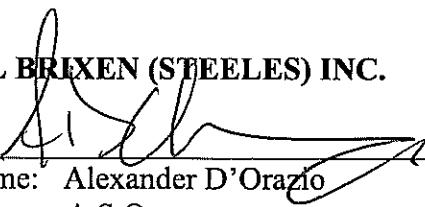
26.1 The Owner acknowledges and agrees that notwithstanding the expiry of the Term or the termination of this Agreement, the covenants, representations and warranties of the Owner hereunder shall not merge on termination and the Owner shall continue to be bound by and liable under this Agreement, together with all future owners, for any remedy required, or loss suffered by the Region in respect of the Works permitted under this Agreement.

27.0 SCHEDULES

- 27.1 The schedules attached to this Agreement and listed below shall have the same force and effect as if the information and terms contained therein were contained in the body of this Agreement:
- (a) Schedule "A" - Legal Description of the Building Site
 - (b) Schedule "B" - Legal Description of the Region Lands
 - (c) Schedule "C" – Plans Depicting Airspace over Region Lands and Location of Cranes
 - (d) Schedule "D"- Additional Clauses

THIS AGREEMENT is duly executed on the 12 day of September, 2022 by the Owner.

OWNER:

NATIONAL BRIKEN (STEELES) INC.
Per: 
Name: Alexander D'Orazio
Title: A.S.O.

I/We have the authority to bind the Corporation

THIS AGREEMENT is duly executed on the _____ day of _____, 2022 by the Region.

THE REGIONAL MUNICIPALITY OF PEEL
Per: _____
Name: Aretha Adams
Title: Regional Clerk

I have the authority to bind the Corporation

SCHEDULE "A"

Legal description of Building Site

Legal Description:

PIN: 14079-0383 (LT)

BLOCK 32, PLAN 43M1644, BRAMPTON. T/W EASEMENT OVER PT LT 15 CON 1 WHS DES PTS 8, 9 PL 43R28000 AS IN PR427345. S/T EASEMENT IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL OVER PT BLK 32 PL 43M1644 DES PTS 48, 49 PL 43R29421 AS IN PR706240. S/T EASEMENT IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL OVER PT BLK 32 PL 43M1644 DES PT 49 PL 43R29421 AS IN PR706241. S/T EASEMENT IN FAVOUR OF HYDRO ONE BRAMPTON NETWORKS INC. OVER PT BLK 32 PL 43M1644 DES PT 49 PL 43R29421 AS IN PR706243. T/W AN UNDIVIDED COMMON INTEREST IN PEEL COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 744

SCHEDULE "B"Legal description of Region Lands

PIN 14054-0160 (LT)

PT OF STEELES AV W LYING W OF OF MCMURCHY AVE S & E OF THE W LIMIT OF MCLAUGHLIN RD; PT RDAL BTN CONS 1 & 2 WEST OF HURONTARIO ST CHINGUACOUSY; PT RDAL BTN LT 1 CON 1 WEST OF HURONTARIO ST CHINGUACOUSY AND LT 15 CON 1 TORONTO TWP WEST OF HURONTARIO ST; PT RDAL BTN LT 1 CON 2 WEST OF HURONTARIO ST CHINGUACOUSY AND LT 15 CON 2 TORONTO TWP WEST OF HURONTARIO ST; PT LT 1, CON 1 WEST OF URONTARIO ST CHINGUACOUSY , PART OF PARTS 3 & 4, & PART 5, RD119; PT LT 1, CON 2 WEST OF HURONTARIO ST CHINGUACOUSY, PART OF PART 8, RD119 ; PT LT 15, CON 2 TORONTO TWP WEST OF HURONTARIOST, PART OF PART 9, RD119 ; PT LT 15, CON 1 TORONTO TWP WEST OF HURONTARIO ST, PART OF PART 10 & PARTS 11, 12 & 13, RD119; S/T BR46869, BR47179 BRAMPTON

PIN: 14052-0116 (LT)

PT OF STEELES AVE WEST LYING WEST OF HWY 10 AND EAST OF PT 13 ON RD119 BEING PT OF RD ALL BTN LT 1 CON 1 WEST OF HURONTARIO ST CHINGUACOUSY AND LT 15 CON 1 TORONTO TWP WEST OF HURONTARIO ST; PT LT 1 PL 347, PT 23 RD119, PT 4 43R5893, PT 9 43R19375; PT LT 11, 12, 13, 14, 15, 16, 17, PL 347, PT 16, 17, 18, 19, PL RD119, PT 1, 3, 5, 7 PL 43R19375; PT LT 18 PL 347 AS IN 184641VS; PT LT 15 CON 1 TORONTO TWP WEST OF HURONTARIO ST., PT 14 RD119; PT LT 1 CON 1 WEST OF HURONTARIO ST. CHINGUACOUSY AS IN 171868VS & 227084VS; PT 2 & 3 EXPRP PL 29960VS, PTS 1, 2, & 3 43R19354 , PT 12 & 13 43R1464, PT 3 & 4 PL RD 119. BRAMPTON. T/W AS IN 227084VS. S/T EASEMENT IN FAVOUR OF THE BELL TELEPHONE COMPANY OF CANADA AS IN "BR46868". S/T EASEMENT IN FAVOUR OF THE BELL TELEPHONE COMPANY OF CANADA AS IN "BR47179". S/T EASEMENT IN FAVOUR OF THE BELL TELPHONE COMPANY OF CANADA AS IN "BR47192". S/T EASEMENT IN FAVOUR OF THE REGION OF PEEL OVER PT LT 13 PL 347, DES. PT3 PL 43R19375 AS IN RO973442. S/T EASEMENT IN FAVOUR OF THE REGION OF PEEL OVER PT LT 11 PL 347, DE S PT 7 PL 43R19375 AS IN RO978683. S/T EASEMENT IN FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL OVER PT LT 12 PL 347 DES PT 5 PL 43R19375 AS IN RO981560. "AMENDED 2003/02/19 BY C. COOPER"

PIN: 14079-0342 (LT)

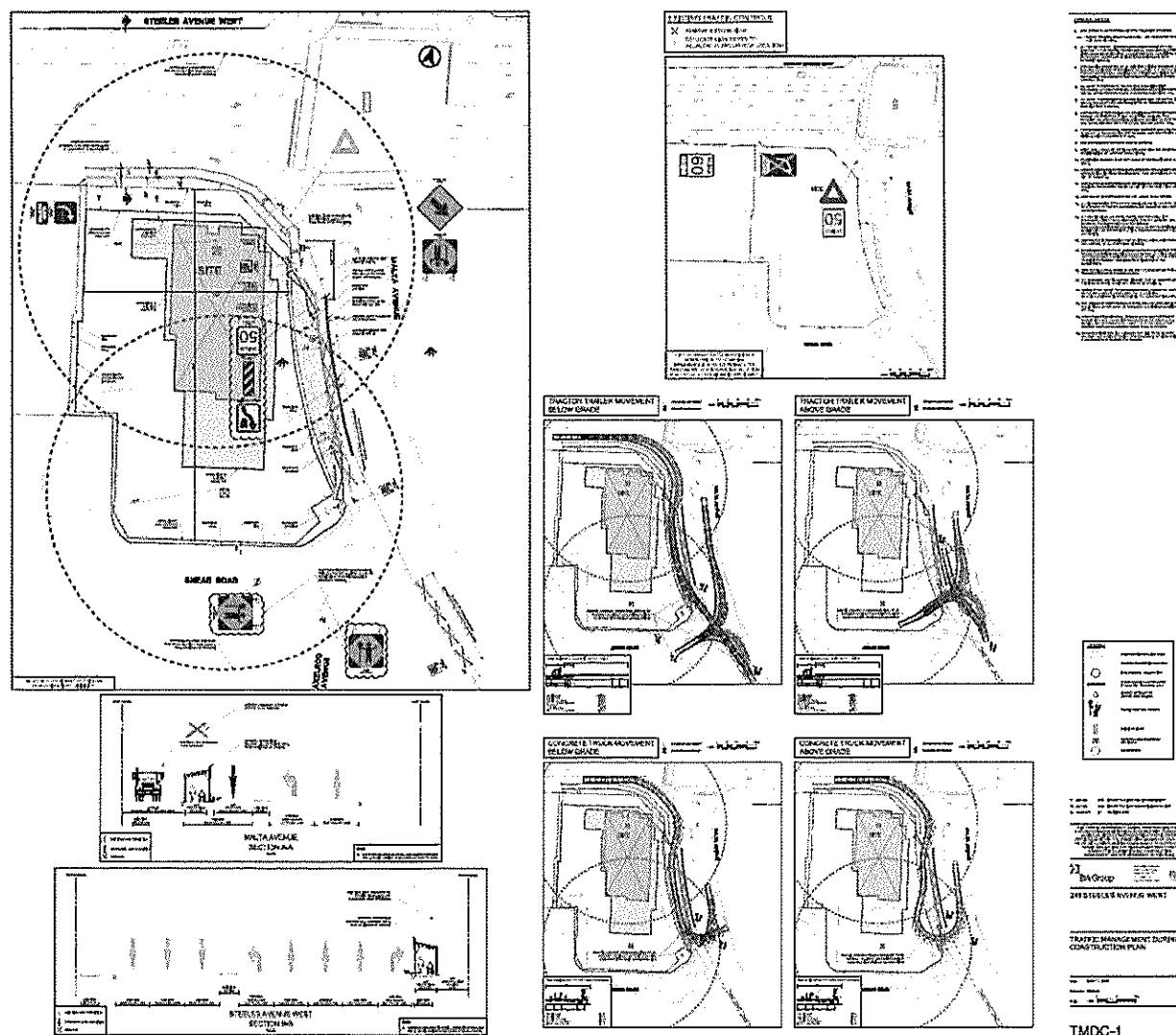
PT LT 15 CON 1 WHS TT, DES PTS 10, 11, 12 PL 43R-28000; BRAMPTON.

PIN: 14079-0392 (LT)

ROAD WIDENING 41, PLAN 43M1644, BRAMPTON. T/W EASEMENT OVER PT LT 15 CON 1 WHS DES PTS 8, 9 PL 43R28000 AS IN PR427345.

SCHEDULE "C"

Plans Depicting Airspace over Region Lands and Location of Cranes



SCHEDULE "D"

Additional Region Clauses

1. That the parties agree that the execution of this Agreement may be facilitated through facsimile or electronic means and/or this Agreement may be executed in several counterparts and any such facsimile or electronic copy and any such counterpart shall be deemed to be an original and such facsimile or electronic copies or such counterparts together shall constitute one and the same instrument and shall have the same force and effect as an executed original.
2. If applicable, the parties agree that the execution of this Agreement by either party may be facilitated through an electronic approvals process (the "Approval Process") whereby an e-mail confirmation is provided by the signing party to the other party to evidence the execution of the Agreement and binds the individual/corporation, which e-mail confirmation shall be attached to this Agreement and shall have the same force and effect as an executed original. Each of the parties shall maintain a record of such electronic documents pursuant to this Approval Process, and shall provide an executed copy of the Agreement to the other party with a wet signature, within a reasonable time as soon as practicable. This Approval Process shall apply until such time as The Regional Municipality of Peel has implemented a corporate electronic execution process.
3. The Owner will not utilize Steeles Avenue for any loading and unloading material and equipment, nor will any live loads be maneuvered on Steeles or its associated pedestrian walkways and sidewalks.