



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 55-78

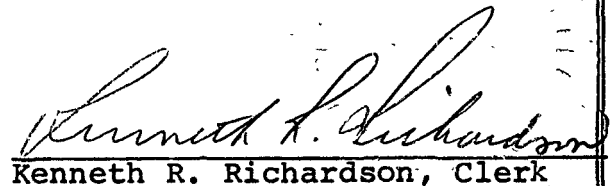
A By-law to authorize the execution of an Agreement between High Glen Developments Limited, Rossland Real Estate Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and Heart Lake Developments Company Limited, Consolidated Building Corporation Limited.

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between High Glen Developments Limited, Rossland Real Estate Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and Heart Lake Developments Company Limited, Consolidated Building Corporation Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN COUNCIL this 20th day of February, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE LAND TITLES ACT

APPLICATION TO REGISTER NOTICE OF AGREEMENT

SECTION 78

TO THE LAND REGISTRAR AT BRAMPTON

THE CORPORATION OF THE CITY OF BRAMPTON, being interested in the lands entered in the register for the City of Brampton as Parcel(s) F-1 in the register for SECTION M-109 HIGH GLEN DEVELOPMENTS LIMITED and of which ROSSLAND REAL ESTATE LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 20th day of February, 1978 made between HIGH GLEN DEVELOPMENTS LIMITED and ROSSLAND REAL ESTATE LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL and HEART LAKE DEVELOPMENTS COMPANY LIMITED AND CONSOLIDATED BUILDING CORPORATION LIMITED.

The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this 11th day of April, 1978.

THE CORPORATION OF THE CITY OF BRAMPTON
by its Solicitor


John G. Metras

MEMORANDUM OF AGREEMENT made in duplicate this 20th.
day of FEBRUARY , 1978.

B E T W E E N :

HIGH GLEN DEVELOPMENTS LIMITED and
ROSSLAND REAL ESTATE 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

HEART LAKE DEVELOPMENTS COMPANY LIMITED
CONSOLIDATED BUILDING CORPORATION LIMITED

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a survey annexed hereto as Schedule 'A' and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner has applied to the City for approval of a site plan for the said lands and the City is of the opinion that such approval would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to approve the site plan for the said lands, the parties hereto agree each with the other as follows:

1. The lands located at the corner of Richvale Drive and Site Plan Sandalwood Parkway in the City of Brampton and described as Block F, according to Registered Plan M-109 and shown on Schedule 'A' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'A' to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule 'A' to those locations shown on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice to the satisfaction of the City Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owners. The said lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

3. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

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

5. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.

6. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands including the roof water from the buildings will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator.

7. Detailed grading, building and landscaping plans for the lands shown on Schedule 'A' will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall sod, landscape and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along Richvale Drive and Sandalwood Parkway adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule 'A'.

The Owner agrees that the said landscaping shall be maintained in accordance with good horticultural practice.

8. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

OTHER APPROVALS

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

10. Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

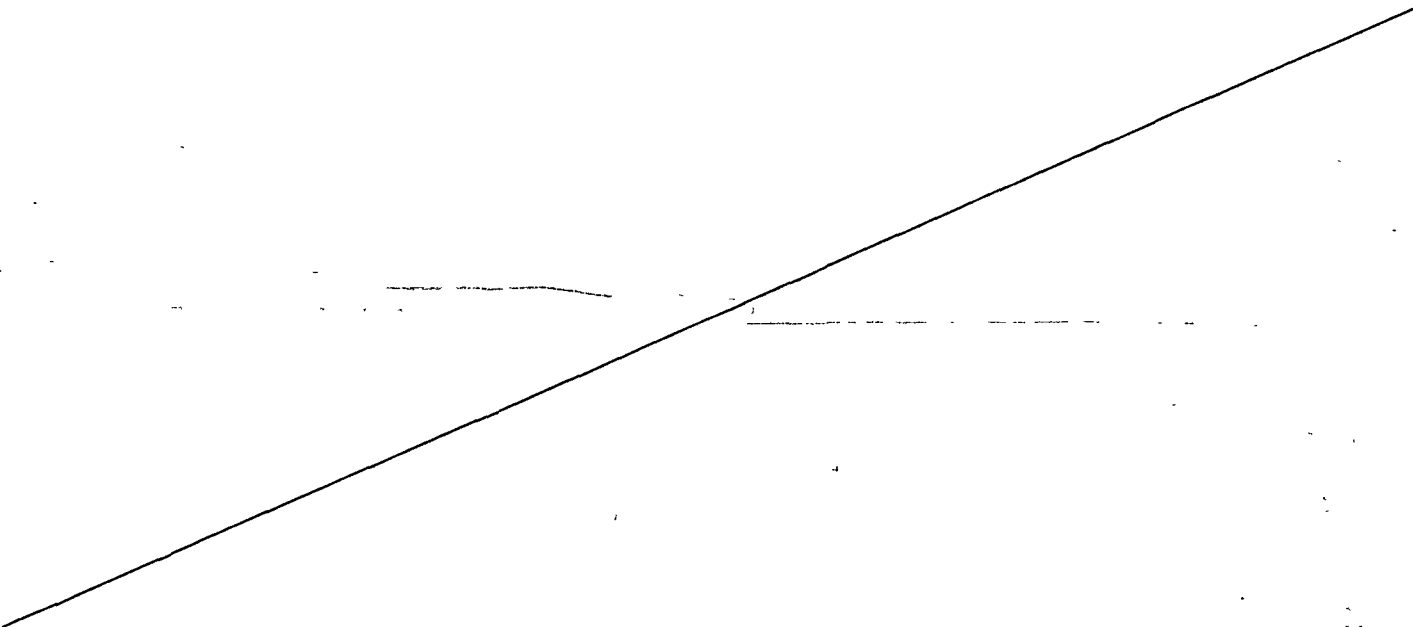
11. The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by The Corporation of the City of Brampton.

12.
Security

The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of all works required to be performed by this agreement on public property as estimated by the City Engineer to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

13.

The Owner shall pay to the City prior to the issuance of a building permit in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.



GENERAL

14.
By-laws

Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

15.
Agreement
Binding

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

16: The Owner agrees to construct a brick wall to a height
Brick of six (6) feet above grade along the northerly property line and
Wall part of the easterly property line of the lands as shown on
Schedule 'A' and the Owner agrees that the architectural aspects
of the brick wall shall be subject to the approval of the
Architectural Control Committee and that the wall shall be
constructed in accordance with specifications to be approved by
the Building and Zoning Co-ordinator and Director of Parks and
Recreation of the City of Brampton.

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

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) 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.

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
concurrent in by at least two members of the Committee; one of
whom shall be the member appointed by the City Council.

18. The Mortgagees join herein to consent to the terms
Mortgagees herein and covenant and agree that in the event that the lands
become vested in the said Mortgagees or any of them, they shall
be required to comply with the terms herein to the same extent
as if they had joined as owners.

19. Road Access

The parties hereto recognize that the City of Brampton has at the present time a one foot reserve and a buffer strip along the frontage of Block F on both Sandalwood Parkway and Richvale Drive. The City of Brampton agrees to convey the said one foot reserve and buffer strip to the Owner in the locations of the approved driveways provided that the Owner shall at his expense prepare all necessary documents to effect the conveyance and shall submit the documents to the City for approval.

20. Successors and Assigns

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

21. Registration of agreement

The Owner agrees that this agreement may be registered against the title to the lands shown on Schedule 'A' in the appropriate Land Titles Office and the Owner agrees to execute such further assurances as may be requisite to enable compliance with this provision.

IN WITNESS WHEREOF the Owner has hereunto set its hands and seals and the City of Brampton and The Regional Municipality of Peel have caused to be affixed their corporate seal attested by the hands of their proper officers duly authorized in that behalf.

HIGH GLEN DEVELOPMENTS LIMITED

[Signature]
Authorized signing officer

ROSSLAND REAL ESTATE LIMITED

[Signature]
Authorized signing officer

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
CHAIRMAN

[Signature]
CLERK

HEART LAKE DEVELOPMENTS COMPANY LIMITED

[Signature]
Authorized signing officer

CONSOLIDATED BUILDING CORPORATION LIMITED

[Signature]
VICE-PRESIDENT

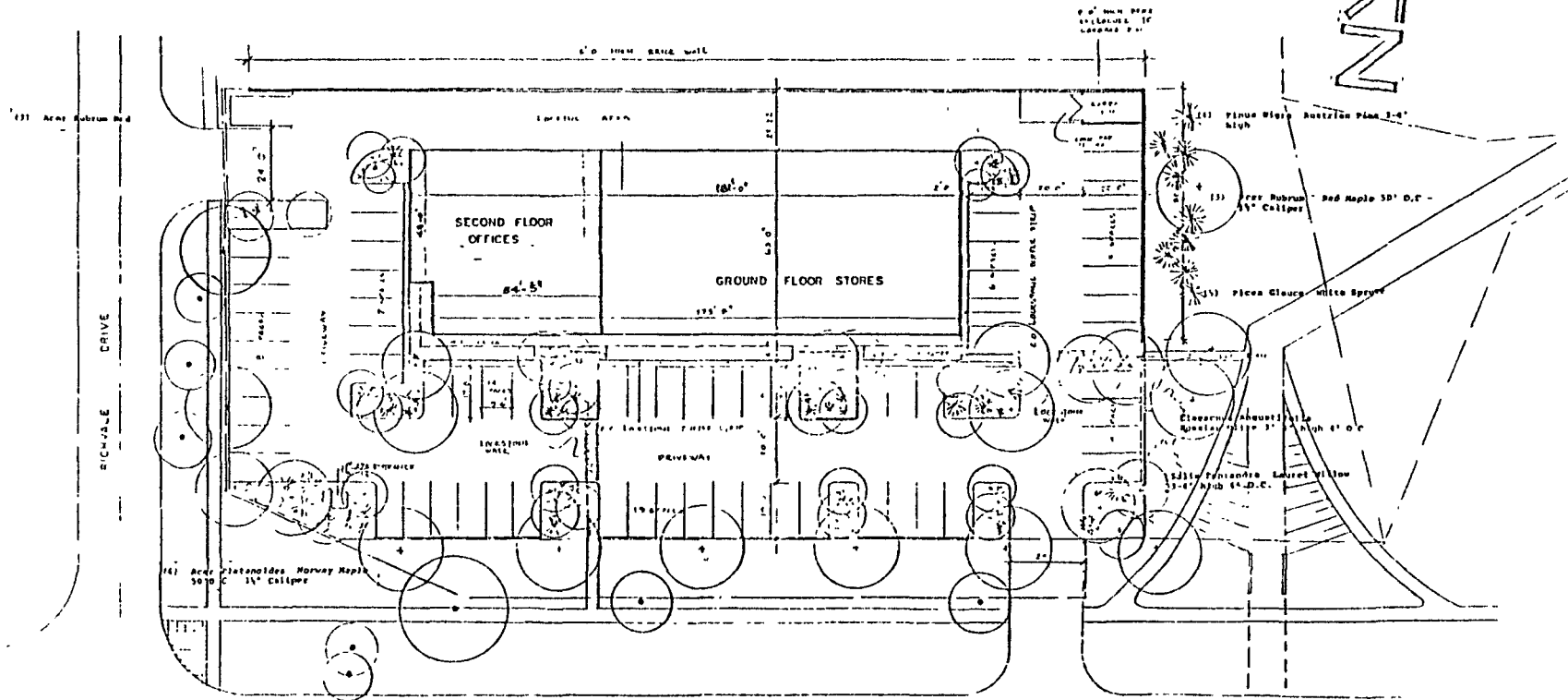
[Signature]
Authorized signing officer

AUTHORIZATION BY-LAW
NUMBER 47-78
PASSED BY THE REGIONAL
COUNCIL ON THE 9
DAY OF MARCH, 1978

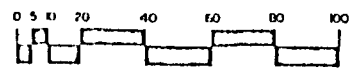
SCHEDULE 'A'

ALL DRAWINGS REMAIN THE PROPERTY OF ARCHITECT

INFORMATION TAKEN FROM PLA OF SUBDIVISION OF PART LOTS 13, 14 & 15 CONCESSION 2 EAST OF HURONTARIO STREET CITY OF BRAMPTON REGIONAL MUNICIPALITY OF PEE
 R B LAWRSHTN OLS 197
 REGISTERED PLAN M-109
 BLOCK 7 & P (RESERVE)



Handwritten notes and signatures on the left side of the drawing.



COVERAGE ALLOWED	11,260 SQ FT
COVERAGE PROPOSED	11,255 SQ FT
GROUND GROSS FLOOR AREA	11,255 SQ FT
SECOND GROSS FLOOR AREA	3,745 SQ FT
TOTAL GROSS FL AREA 15,000 SQ FT	
GROUND GROSS FL AREA	11,255 SQ FT
LESS ELECTRICAL RM	- 200 SQ FT
LESS STAIRS	- 450 SQ FT
NET GROUND FL AREA	10,605 SQ FT

SECOND GROSS FL AREA	3,745 SQ FT
LESS CORRIDORS	- 200 SQ FT
LESS WASHROOMS	- 745 SQ FT
NET SECOND FL AREA	3,000 SQ FT

PARKING REQUIRED BASED ON TOTAL GROSS FLOOR AREA
 COMMERCIAL * 62
 OFFICE * 12
 TOTAL * 74 CARS
 PARKING CALCULATED ON NET GROSS FLOOR AREA
 COMMERCIAL PARKING REQUIRED 55/1,000 SQ FT 58 CARS
 OFFICE PARKING REQUIRED 30/1,000 SQ FT 9 CARS
 TOTAL PARKING PROPOSED 67 CARS
 PARKING SPACES 9' 6" x 19' 0"

NO	DESCRIPTION	DATE
REVISIONS		
1	SHOOTING	FL-77
LORMARK CONSTRUCTION		
BRAMPTON ONTARIO		

SITE PLAN

DATE	BY
DATE	BY
PROJECT NO	
77040	
DRAWING NO	
SP-1	
SHEET NO.	

DUPLICATE

DATED: 20 Feb 1978

188912

No.
Received in the Office of
Land Titles at Brampton at
2:44 PM on
the 13 day of Sept 1978
and entered in
Parcel F-1
Section 109

Vera Porter
Land Registrar

HIGH GLEN DEVELOPMENTS LIMITED
and
ROSSLAND REAL ESTATE LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

A G R E E M E N T

~~JUDITH E. HENDY,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4~~

JOHN G. METRAS
City Solicitor
CITY OF BRAMPTON
24 QUEEN ST. E.
BRAMPTON, ONT. L6V 1A4

as

SED February 20 19 78



BY-LAW

No. 55-78

A By-law to authorize the execution of an Agreement between High Glen Developments Limited, Rossland Real Estate Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Heart Lake Developments Company Limited, Consolidated Building Corporation Limited.