



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 93-78

A By-law to amend By-law 78-78 being  
a By-law to authorize execution of an  
Agreement.

WHEREAS the Council of The Corporation of the City of  
Brampton enacted a By-law 78-78 being a By-law to authorize  
the execution of an agreement between Developmental  
Investments Limited and The Corporation of the City of  
Brampton and;

WHEREAS Schedule 'A' to the By-law is an agreement between  
Developmental Investments Limited and The Corporation of the  
City of Brampton dated April 6, 1978 and;

WHEREAS the aforementioned agreement should have been between  
Bramalea Limited and The Corporation of the City of Brampton;

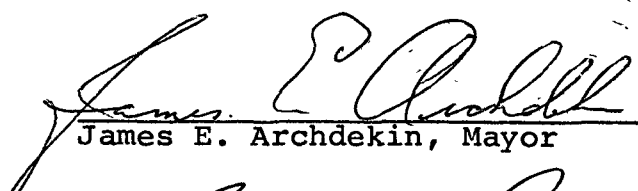
NOW THEREFORE the Council of The Corporation of the City of  
Brampton ENACTS as follows:


1. That By-law 78-78 be amended to read as follows:

"That the Mayor and Clerk are hereby  
authorized to execute an Agreement between  
Bramalea Limited and The Corporation of the  
City of Brampton attached hereto as Schedule  
'A'.

2. That Schedule 'A' to By-law 78-78 be deleted and  
replaced by Schedule 'A' attached hereto, being an  
agreement dated April 6, 1978 between Bramalea Limited  
and The Corporation of the City of Brampton.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 8th day of May, 1978.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

PASSED May 8 1978



# BY-LAW

No. 93-78

MEMORANDUM OF AGREEMENT made in duplicate this  
6th day of April , 1978

B E T W E E N:

BRAMALEA 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

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 there is no mortgage on the said lands;

AND WHEREAS an agreement was entered into between Developmental Investments Limited and the Corporation of the Township of Chinguacousy dated the 24th day of December 1973;

AND WHEREAS that agreement was amended by a further agreement between the same parties dated the 29th day of December 1973;

AND WHEREAS that agreement was further amended by a subsequent agreement between Developmental Investments Limited, the Corporation of the City of Brampton and the Regional Municipality of Peel dated the 25th day of March 1975;

AND WHEREAS Bramalea Limited is now the owner of the lands described herein and more particularly shown on Schedule "A" annexed hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Covenants herein contained and in consideration of the City taking the necessary steps to permit the development of the lands described herein and more particularly shown on Schedule "A" annexed hereto, the parties hereto agree each with the other as follows:

1. The agreements dated 24th December 1973 and 29th December 1973 and 25th March 1975 as recited above remain in full force and effect except in so far as the same are specifically amended by this agreement and the Owner agrees that all levies required under the aforementioned agreements shall be paid with respect to the lands described herein.

2. The lands located on the northerly side of McKay Street North and more particularly described as Block H according to Registered Plan M-76 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

Site  
Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. The Owner shall restrict the means of vehicular ingress and egress to and from the parking area shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be base course asphalted and constructed in accordance with sound engineering practice and 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 Owner. 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.

Ingress  
and  
egress

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

Access

5.

Clean  
Site

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 Owner twenty-four hours notice to remove and clean up any earth, mud or other materials 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 Owner forthwith upon being invoiced therefore by the City Engineer.

6.

Con-  
struc-  
tion

The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees subcontractors or material suppliers.

7.

Storm  
drainage

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. A system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer and the City Building and Zoning Co-ordinator and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the City Engineer.

8.

Grading,  
building  
and land-  
scaping  
plans

Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of any building permits. Such plans to

- 4 -

include all recreational facilities as shown on Schedule "A" and the Owner agrees to construct all such recreational facilities in accordance with specifications to be approved by the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator. The Owner shall sod and landscape 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. In respect to the existing mature trees within the site, which are to be retained in accordance with the approved landscaping plan, the Owner shall be required to undertake the special protective measures in accordance with the "Tree Conservation Plan" for Blocks K and H, Plan M-76, Residential 10, dated December 13, 1976 as proposed by Ecologistics Limited, and as approved by the Director of Parks and Recreation. No existing trees other than those approved for removal by the Director of Parks and Recreation shall be removed without written approval of the City Director of Parks and Recreation. In the event any trees scheduled for retention are seriously damaged or destroyed, then the Owner will replace the said trees with one or more trees of a minimum of five inch caliper to the same total caliper of the tree(s) destroyed. The Owner agrees that all landscaping and recreational facilities, in accordance with the approved landscaping plan, shall be completed within twelve months following the first occupancy of any buildings on the lands shown on Schedule "A".

Fencing

The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Director of Parks and Recreation and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to the first occupancy.

Occu-  
pancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the said lands until the "basic services" (hereinafter defined as internal sanitary sewers, internal watermains, internal storm sewers, service connections, plumbing) and parking areas and private driveways, complete with curbs and base course asphalt, are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly installed and approved and the necessary occupancy permit as required by the City building by-law has been issued. The City Engineer may, in his sole discretion, upon request from the Owner authorize the Building and Zoning Co-ordinator to issue occupancy permits prior to the completion of the parking area and driveway provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

11.

Internal

All internal roads, sidewalks, walkways and parking areas shall be constructed in the locations and in accordance with the dimensions shown on Schedule "A" and the Owner agrees that all internal roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City of Brampton Engineering Department.

OTHER APPROVALS

12.

Regional  
Services

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 be obligated to 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.

13. 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 the payment of levies as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not be obligated to 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

14. 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. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "A" shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

#### GENERAL

15. 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:

(a) one member to be appointed by the Owner;



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

16. Condo-  
miniums
- The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under a condominium corporation. The Owner also agrees and undertakes to file with the City of Brampton, prior to application for condominium registration, the proposed by-laws and declaration for the condominium corporation which by-laws and declaration shall be consistent with the City of Brampton condominium policy and/or the approved site plans for the development of the lands shown on Schedule "A".

17. Street  
name  
signs
- The Owner agrees that all private streets shown on Schedule "A" shall be named with names to be approved by the City and the Region and the Owner agrees to erect street name signs on the roads shown on Schedule "A" and on the abutting public streets in locations and in accordance with specifications to be approved by the City Engineer.

18. By-laws
- Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and more particularly, without limiting the generality of the foregoing it is understood that the building by-law of the City of

Brampton and any other laws or regulations governing building standards or construction methods in force in the City of Brampton shall be applicable to the development which takes place on the lands shown on Schedule "A" annexed hereto.

19.

Agree-  
ment  
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 proceedings.

20.

Success-  
ors and  
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.

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.

BRAMALEA LIMITED

per: *John Smith*

per: *John P. Smith*

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Archdekin*  
JAMES E. ARCHDEKIN MAYOR

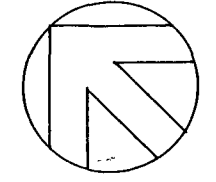
*Kenneth R. Richardson*  
KENNETH R. RICHARDSON CLERK



**SITE NOTE**

1. BRAMALEA LIMITED IS HEREBY REFERRED TO AS THE DEVELOPER.
2. ALL UTILITIES TO BE SHOWN ON DRAWING.
3. ALL UTILITIES, EXCEPT & INCLUDING, SHALL BE REFERRED TO THE UTILITY AGENCIES.
4. ALL UTILITIES SHALL BE SHOWN BY SUBMITTER.
5. ALL UTILITIES WHICH CONTRADICT UTILITIES SHOWN ON DRAWING SHALL BE REFERRED TO THE UTILITY AGENCIES.
6. RESPONSIBILITY TO BE MAINTAINED BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.
7. ALL UTILITIES TO BE SHOWN BY SUBMITTER.
8. ALL UTILITIES IN CONCRETE SHALL BE SHOWN WITH THE UTILITY AGENCIES TO BE SHOWN BY THE UTILITY AGENCIES.
9. ALL UTILITIES TO BE SHOWN BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.
10. ALL UTILITIES TO BE SHOWN BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.
11. ALL UTILITIES TO BE SHOWN BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.
12. ALL UTILITIES TO BE SHOWN BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.
13. ALL UTILITIES TO BE SHOWN BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.
14. ALL UTILITIES TO BE SHOWN BY SUBMITTER & NAME AT ALL TIMES THROUGHOUT DEVELOPMENT.

**NOTES:**



**SITE**

AREA OF LAND: 5.00 ACRES  
 NO. OF UNITS: 20 UNITS  
 DENSITY: 10 UNITS/ACRE

**LAND USE**

BUILDING COVERAGE: 47.00% OF 50' X 100'  
 MAXIMUM PERMITTED BUILDING HEIGHT: 110 FT. 0 IN. (34.00 M)

**REQUIREMENTS**

MINIMUM FRONT YARD SETBACK: 140'  
 MINIMUM SIDE YARD SETBACK: 40'  
 MINIMUM REAR YARD SETBACK: 100'

**UNIT TYPE T1**

NO. OF T1 UNITS: 49  
 SIZE: 141.00 SQ. FT.  
 COVERAGE: 60%  
 HEIGHT: 3 STOREYS

**UNIT TYPE T2**

NO. OF T2 UNITS: 29  
 SIZE: 101.00 SQ. FT.  
 COVERAGE: 60%  
 HEIGHT: 3 STOREYS

**UNIT TYPE T3**

NO. OF T3 UNITS: 22  
 SIZE: 81.00 SQ. FT.  
 COVERAGE: 60%  
 HEIGHT: 3 STOREYS

**DRAWING SCHEDULE**

NO.	DESCRIPTION
H1	SITE PLAN
H2	BLOCKS A, B, D, E, F, J, K & L FDTN PLAN
H3	BLOCKS C, F, G, H, & I FDTN PLAN
H4	BLOCK ELEVATIONS K, L, E, D
H5	BLOCK ELEVATIONS C, B, A, G
H6	BLOCK ELEVATIONS H, F, I, J
H7	UNIT T4 PLANS & SECTION
H8	UNIT T4 ELEVATIONS & WINDOW SCHEDULE
H9	UNIT T7 PLANS & SECTION
H10	UNIT T7 ELEVATIONS
H11	UNIT T10 "SPECIAL" PLANS & SECTION
H12	UNIT T10 "SPECIAL" ELEVATIONS
H13	REC CENTRE PLANS & SECTION
H14	REC CENTRE ELEVATIONS

**NOTE:** REVISIONS TO BE MADE TO THE DRAWING AS PER THE ARCHITECT'S INSTRUCTIONS.

**REVISIONS**

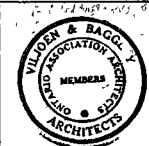
NO.	Description	Date	By
1	AS PER ARCHITECT'S INSTRUCTIONS		

**REVISIONS**

Drawn by: WC

Checked by:

Date printed:



Contractor must verify all dimensions on the job and report any discrepancy to the architect before proceeding with the work.

All drawings and specifications are instruments of service and the property of the architect which must be returned at the completion of the work.

All drawings to be used for construction only when signed by the architect.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Viljoen & Bagge Architects & Planners**  
 2510 Yonge Street  
 Toronto, Ontario M4P 2H7  
 Telephone: 482 3211

Client: **BRAMALEA LTD**

Project Name: **TOWNHOUSE DEVELOPMENT FOR RES 10 BLOCK 'H' BRAMALEA**

Sheet Title: **SITE PLAN**

Date: **OCT 1976** DRG. No. \_\_\_\_\_

Scale: **1" = 30'-0"**

Project No: **7627**

Page: **H1**

DATED:

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BRAMALEA LIMITED

AND

THE CORPORATION OF  
THE CITY OF BRAMPTON

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A G R E E M E N T

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