



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 95-80

To authorize the execution of an agreement between Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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 Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of April, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT, SECTION 78

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

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel D-1

in the Register for Section M-76

of which BRAMALEA LIMITED

is the registered owner, hereby applies to have.

Notice of an Agreement dated the 9th day of April, 1980

made between BRAMALEA LIMITED, THE CORPORATION OF THE

CITY OF BRAMPTON and THE REGIONAL MUNICIPALITY OF PEEL

entered on the parcel register.

The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

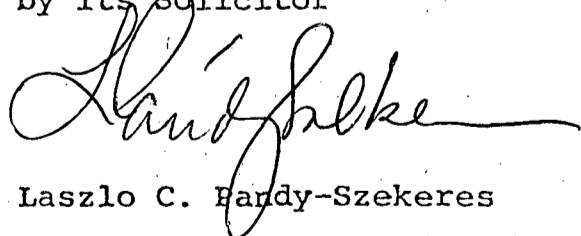
This application is not being made for any fraudulent
or improper purpose.

DATED AT BRAMPTON, this 17th day of June

19 80.

THE CORPORATION OF THE CITY OF BRAMPTON

by its solicitor



Laszlo C. Hardy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this 9th
day of APRIL, 1980.

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

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a site plan annexed hereto as Schedule A, and further warrants that there are no mortgagees of 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 insofar 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 west side of MacKay Street North, north of North Park Drive and south of Bovaird Drive and more particularly described as Part of Block D, according to Registered Plan M-76 shall be developed only in accordance with the site plan annexed hereto as Schedule 'A' to this agreement.

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

Ingress
& Egress

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 Commissioner of Public Works 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.

4. Access The Owner shall use only such locations for access for construction purposes as the City Commissioner of Public Works may approve.

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 Commissioner of Public Works 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 said Commissioner 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 Commissioner of Public Works.

6. Construction 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 Commissioner of Public Works 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 Commissioner of Public Works. A system of storm water sewers shall be installed by the Owner to the satisfaction of the City Commissioner of Public Works and the City Commissioner of Buildings and By-law Enforcement 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 Commissioner of Public Works.

8.
Grading,
Building
& 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 Commissioner of Public Works, the Commissioner of Planning and Development and the Commissioner of Buildings and By-law Enforcement prior to the issuance of any building permits. Such plans to include all recreational facilities as shown on Schedule 'A' and the Owner agrees to construct and furnish all such recreational facilities in accordance with specifications to be approved by the City Commissioner of Public Works, the Commissioner of Planning and Development and the Commissioner of Buildings and By-law Enforcement. 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 Commissioner of Planning and Development. 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

Commissioner of Public Works, 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. All existing trees to be retained shall be fenced and protected during construction. No existing trees other than those presently approved for removal shall be removed without prior written approval of the City Commissioner of Planning and Development. The Owner agrees that the landscape plans for Block D shall include the boulevard portion of MacKay Street North abutting Block D. The Owner agrees that all landscaping and recreational facilities in accordance with the approved landscape plan shall be completed within twelve (12) months following the first occupancy of any buildings on the lands shown on Schedule 'A'.

9.

Fencing

The Owner shall provide fencing where required by the Commissioner of Planning and Development and the location and type of fencing shall be indicated on the landscape plans to be approved by the Commissioner of Planning and Development, and all fencing shall be completed within the time set for completion of landscaping except where deemed necessary by the City, fencing can be required prior to occupancy. Without limiting the generality of the foregoing, the following fencing shall be required:

- (a) three (3) foot high cedar rail fence adjacent to valleylands.

- (b) six (6) foot high black vinyl chain link fence along the southerly limit of the lands adjacent to the school site.
- (c) four (4) foot high black vinyl chain link fence along the northerly limit of the lands.
- (d) reverse closure privacy fencing for each condominium unit.

10.

Occupancy

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 Commissioner of Buildings and By-law Enforcement 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 Commissioner of Public Works may, in his sole discretion, upon request from the Owner, authorize the Commissioner of Buildings and By-law Enforcement to issue occupancy permits prior to the completion of the parking area and driveway provided that the Commissioner of Buildings and By-law Enforcement is satisfied that all other requirements for an occupancy permit have been complied with.

11.

Internal
Roads

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 Commissioner of Public Works 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 Public Works Department.

OTHER APPROVALS

12.

Regional
Services

The Owner shall enter into such agreements as may be required 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.

Hydro
Services

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. Taxes 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.

15. Security (a) Prior to the issuance of any building permits the Owner shall deposit as a performance guarantee a sufficient sum in the form of a cash deposit or letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the 'security') in the amount of one hundred per cent (100%) of the cost of:

- (i) all the works required by this agreement to be constructed on public land;
- (ii) all landscaping and fencing shown on the approved landscaping plan;
- (iii) all services constructed on land being part of the common elements of the condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal water-mains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas as estimated by the Commissioner of Public Works.

(b) Upon the failure by the Owner to complete a specified part of the work for which security is deposited pursuant to paragraph 15 (a) of this agreement requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

(c) The City agrees to reduce from time to time, the amount of the security by an amount equal to ninety per cent (90%) of the value of the works for which security was deposited which the Commissioner of Public Works has certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration respectively of the aforesaid maintenance periods and the Commissioner of Public Works and the Commissioner of Planning and Development have finally accepted the works for which security is deposited pursuant to paragraph 15 (a) of this agreement. Prior to the expiration of the maintenance periods, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited pursuant to paragraph 15 (a) of this agreement and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

16. The Owner shall insure against all loss or damage Insurance or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall:

- (a) 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);
- (b) provide insurance coverage in respect of any one accident or occurrence in the amount of at least \$1,000,000.00, exclusive of interest and costs;
- (c) be effective for the period of this agreement, including the period of guaranteed maintenance;
- (d) contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- (e) 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
- (f) contain a provision that the policy or policies will not be changed or cancelled without at least 30 days written notice being given to the City.

The Owner shall deposit with the City prior to registering the plan a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

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 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.

GENERAL

17.

Archi-
tectural
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:

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

18.
Condo-
miniums

The Owner agrees that the lands shown on Schedule 'A' shall be developed by means of a registered condominium corporation and the individual condominium units may be marketed and sold as condominium units or dealt with as a rental project. 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'.

19.
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 Commissioner of Public Works.

20.
Inspection
of Works

The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement to perform such work as may be required as a result of a default.

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 shall be applicable to the development which takes place on the lands shown on Schedule 'A' annexed hereto.

22.
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.

23.
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.

24.
Regis-
tration

The parties agree that this agreement affects Part of Block D, Plan M-76 and more particularly described in Schedule 'B' annexed hereto and the Owner agrees that this agreement may be registered against these lands.

25.
Cost of
Regis-
tration

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.

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

Morris Smith

Vice-President TITLE

[Signature]

Vice-President TITLE

AUTHORIZATION BY-LAW	
NUMBER	95-80
PASSED BY CITY	
COUNCIL ON THE	9th
DAY OF	APRIL 1980

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN

MAYOR

Ralph A. Everett

RALPH A. EVERETT

CITY CLERK

THE REGIONAL MUNICIPALITY OF PEEL

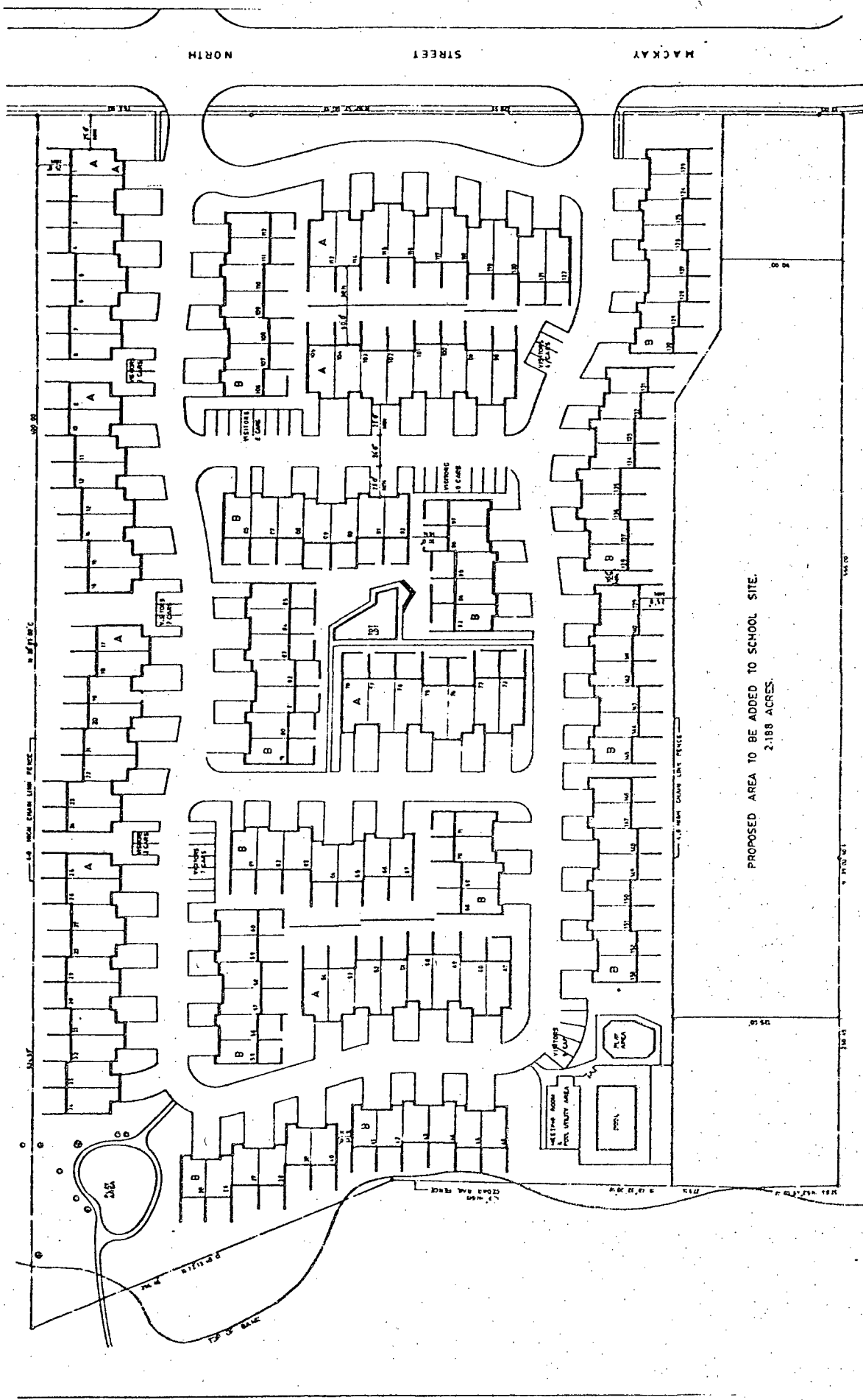
AUTHORIZATION BY-LAW	
NUMBER	70-80
PASSED BY THE REGIONAL	
COUNCIL ON THE	22
DAY OF	May 1980

Frank Bean

CHAIRMAN

[Signature]

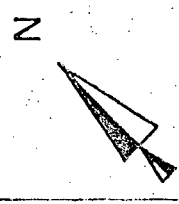
CLERK



DEVELOPMENT AGREEMENT
Schedule 'A'

Legend
BLOCK D, M-76

Scale
1:1200



Drawn	b.k.
Date	1978-10-27
File No.	C4E10.4
Dwg. No.	A 46-25
CITY OF BRAMPTON PLANNING DEPARTMENT	

SCHEDULE B

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in The Regional Municipality of Peel, being the whole of Block D, according to a Plan of Subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Number M-76.

DUPLICATE

DATED: Apr. 9, 1980

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

271449

No. LT:
Land Titles Division of Peel (No. 43)
This instrument received at 3.26 in the
9 .M.

JUN 18 1980

Land Registry
Office at
Brampton,
Ontario.

D Cannon

ACTING LAND REGISTRAR

Entered In:

Folio: 1

Parcel: D-1 *ms*

Section: m-76

A G R E E M E N T

CITY OF BRAMPTON
LAW DEPARTMENT,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO
L6V 1A4

**CITY OF BRAMPTON
Law Department
150 Central Park Drive
Brampton, Ont. L6T 2T9**

PASSED April 9th, 1980



BY-LAW

No. 95-80

To authorize the execution of an
Agreement between Bramalea Limited,
The Corporation of the City of Brampton
and the Regional Municipality of Peel