



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 191-78

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 14th day of August, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

191/78
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 ~~65~~ PLAN-1 in the register for SECTION M-134 of which BRAMALEA LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 14th day of August, 1978 made between BRAMALEA LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON, and THE REGIONAL MUNICIPALITY OF PEEL

The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this 26th day of September, 1978

THE CORPORATION OF THE CITY OF BRAMPTON
by its Solicitor


John G. Metras

MEMORANDUM OF AGREEMENT made in duplicate this 14th
day of AUGUST, 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

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

N/A

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands described on Schedule 'A' attached hereto and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS an agreement was entered into between Bramalea Consolidated Developments Limited, Kerbel Developments Limited, Darcel Construction Company, and The City and The Region and certain mortgagees dated the 3rd day of October, 1975;

AND WHEREAS the Owner has applied to the City for site plan approval of a rental apartment project 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 herein contained and in consideration of the City taking the necessary steps to permit the development of the lands described in Schedule 'A' annexed hereto, the parties hereto agree each with the other as follows:

1. The agreement dated the 3rd day of October, 1975 as recited above remains in full force and effect except insofar as the same is specifically amended by this agreement and the Owner agrees that all levies required under the aforementioned agreement shall be paid with respect to the lands described herein.

2. The lands located to the south of Lisa Street and to the west of Dixie Road in the City of Brampton and more particularly described in Schedule 'A' attached hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement.

3. The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement and are herein called the 'lands'.

4. The City agrees to reconvey to the Owner those portions of the one foot reserves abutting the lands shown on Schedule 'B' which lie in the locations of the approved access points as shown on Schedule 'B'. The Owner shall, at its own expense, prepare all necessary surveys, R-Plans, and conveyances, and shall bear the cost of all registrations in connection with the said reconveyance.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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

6.
Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B'. All ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice and to the satisfaction of the Municipal 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.

7.
Access

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

8.
Clean
Site

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 mud. The Municipal Engineer may give the Owner twenty-four hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Municipal Engineer may cause such work to be done either by the Municipality'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 Municipal Engineer.

9.
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.

10.
Storm
Drain-
age

The final grade of the lands shall be so fixed to the satisfaction of the Municipal 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 Municipal Engineer

A system of storm water sewers shall be installed by the Owner to the satisfaction of the Municipal 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 Municipal Engineer.

11.

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 City Commissioner of Parks and Recreation, and the City Building and Zoning Co-ordinator prior to the issuance of any building permits. Such plans to include detailed specifications of all indoor and outdoor recreational facilities to be provided on the lands shown on Schedule 'B' 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 City Commissioner of Parks and Recreation, and the Building and Zoning Co-ordinator. The landscaping plans shall include landscaping for the portion of the boulevard on all public roads abutting the lands shown on Schedule 'B' which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule 'B'. 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 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 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 (as shown on the landscape plan) shall be fenced and protected during

Grading,
Building
and-
ping
Plans

construction. No existing trees other those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Commissioner of Parks and Recreation. 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 building on the lands shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice. The Owner agrees that the indoor recreational facilities to be provided in each of the two buildings shall include all items set out in Schedule 'C' of this agreement.

12. Fencing The Owner shall fence the boundary of the lands on Schedule 'B' as and where required by the Commissioner of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Commissioner 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.

(a) The Owner agrees to erect at his expense a decorative brick wall, six feet (6'0") above grade around the swimming pool area in a location and to plans and specifications approved by the Commissioner of Parks and Recreation. The brick wall shall be shown on the landscape plan required to be submitted pursuant to this agreement and shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, completion of this fence can be required prior to the first occupancy.

13. 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 Commissioner of Public Works 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.

OTHER APPROVALS

14.

Regional
Services

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, regional roads within or affected by the plan and necessary improvements thereto, 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.

15.

Hydro
Services

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 service 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

16. 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 'B' shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

17. Administration Fees The Owner shall pay to the City prior to the issuance of any building permits, in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region an amount equal to four percent (4%) of the total cost of the works on public property to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the work is less than One Hundred Thousand Dollars (\$100,000.00); three and a half percent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three percent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible.

GENERAL

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

- (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.

19. The parties hereto agree that this application was specifically based on both buildings being erected and maintained as rental buildings for the rental of individual apartment units within the buildings.

Building
Management

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

By-law

21. 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.

Agreement
Binding

22. The Mortgagees join herein to consent to the terms 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.

Mortgagees

23.
Successors
& 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.

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 seals attested by the hands of their proper officers duly authorized in that behalf.

BRAMALEA LIMITED

per: [Signature]
Vice-president - land development
[Signature]
Authorized signing officer

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR
[Signature]
CLERK

AUTHORIZATION BY-LAW
NUMBER... 160-78
PASSED BY THE REGIONAL
COUNCIL ON THE 14TH
DAY OF SEPTEMBER 19 78.

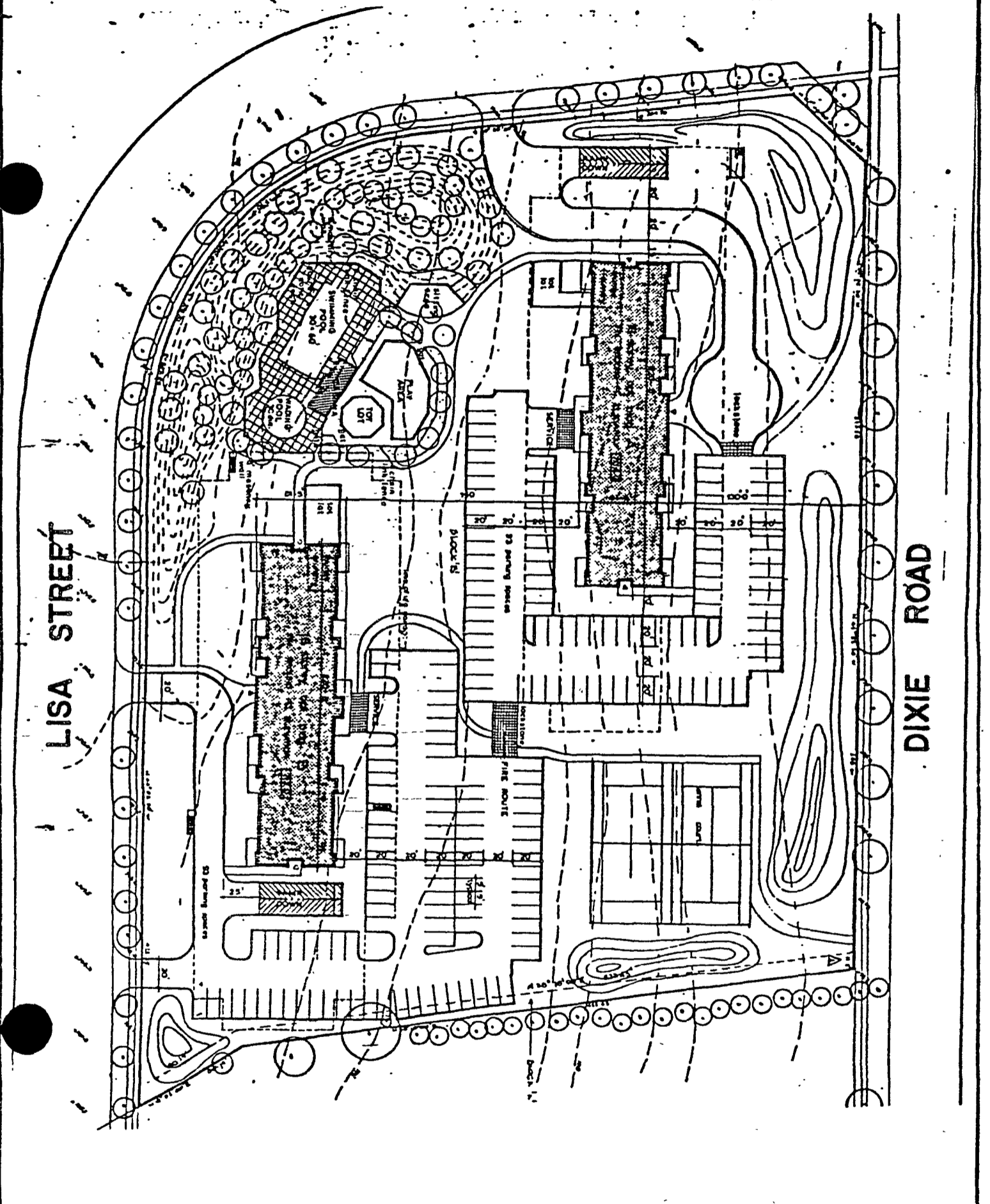
THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
CHAIRMAN
[Signature]
CLERK

SCHEDULE 'A'

LEGAL DESCRIPTION OF THE LANDS

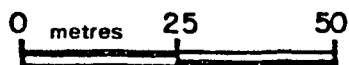
ALL AND SINGULAR that certain parcel or tract of land situate lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) and the Province of Ontario, composed of the whole of Blocks B and K according to Registered Plan M-134.



DEVELOPMENT AGREEMENT
Schedule 'B'

Legend

Scale



N



Drawn	b. k.
Date	1978-07-31
File No.	C3E5.4
Dwg. No.	A 62-II C

CITY OF
BRAMPTON
PLANNING
DEPARTMENT

PERTINENT INFORMATION

LOT AREA blocks B & K 287,626.68 sq. ft. 6.603 acres

COVERAGE OF BUILDINGS A & B:

BUILDINGS 23,312.86 sq. ft. = 8.11%
 PARKING & ROADS 102,000.00 sq. ft. = 35.46%
 LANDSCAPING 162,313.82 sq. ft. = 56.43%

SCHEDULE 'B'

Page 2 of 3

TOTAL 287,626.68 sq. ft. = 100.00%

PARKING PROVIDED:

SURFACE 246 cars 66.47%
 U.G.P. 278 cars 75.14%
 U.G.P. TANDEM 42 cars 11.35%

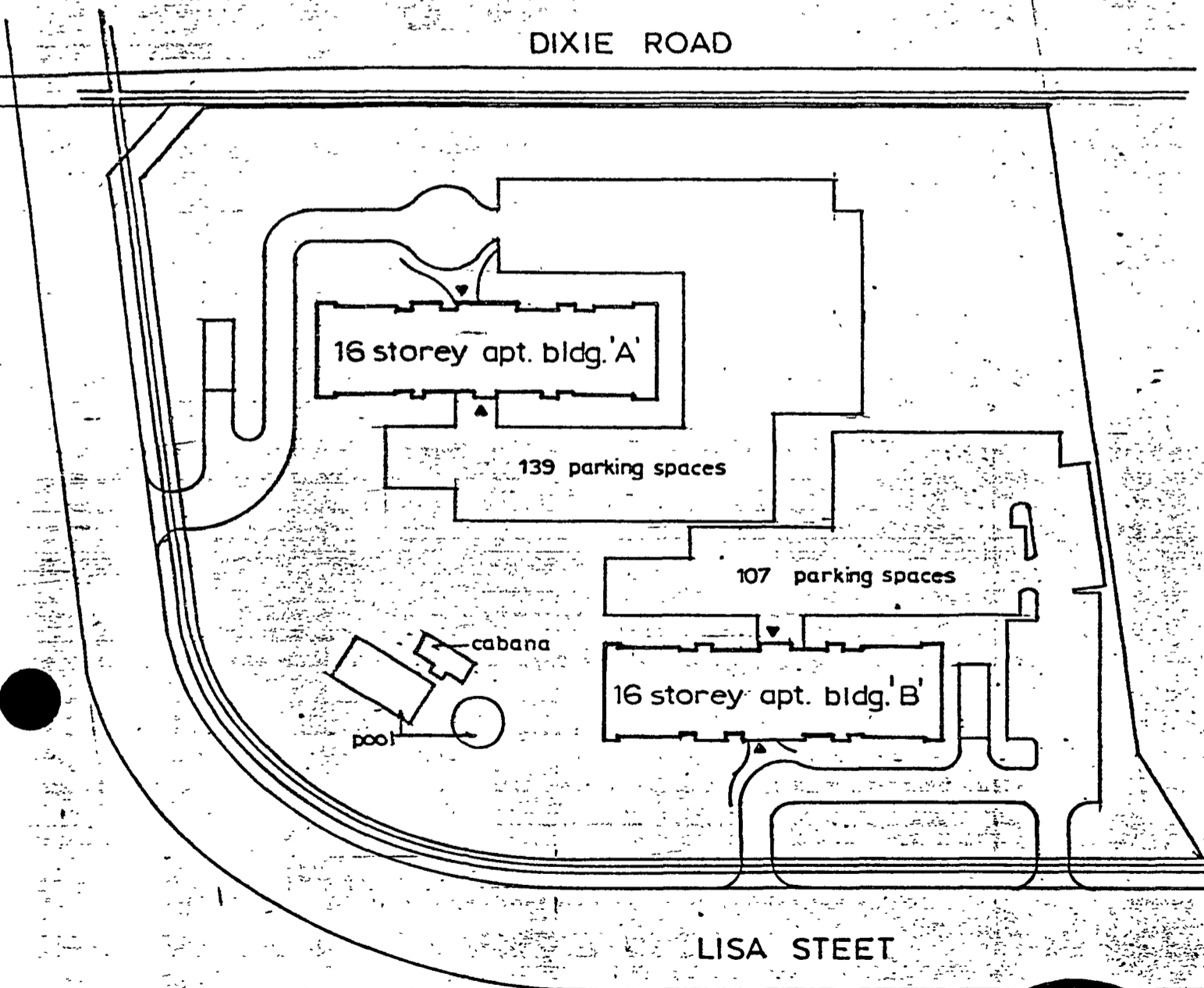
TOTAL 566 cars 152.96%

SUITE COUNT PER BUILDING:

	BLDG. A		BLDG. B	TOTAL	MIN. SIZE
1 BEDROOM	75	40.54%	75	150	650 sq. ft.
2 BEDROOM	92	49.73%	92	184	850 sq. ft.
3 BEDROOM	18	9.73%	18	36	1,000 sq. ft.
TOTAL	185	100.00%	185	370	2,500 sq. ft.



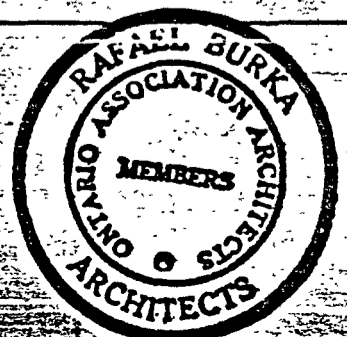
DIXIE ROAD

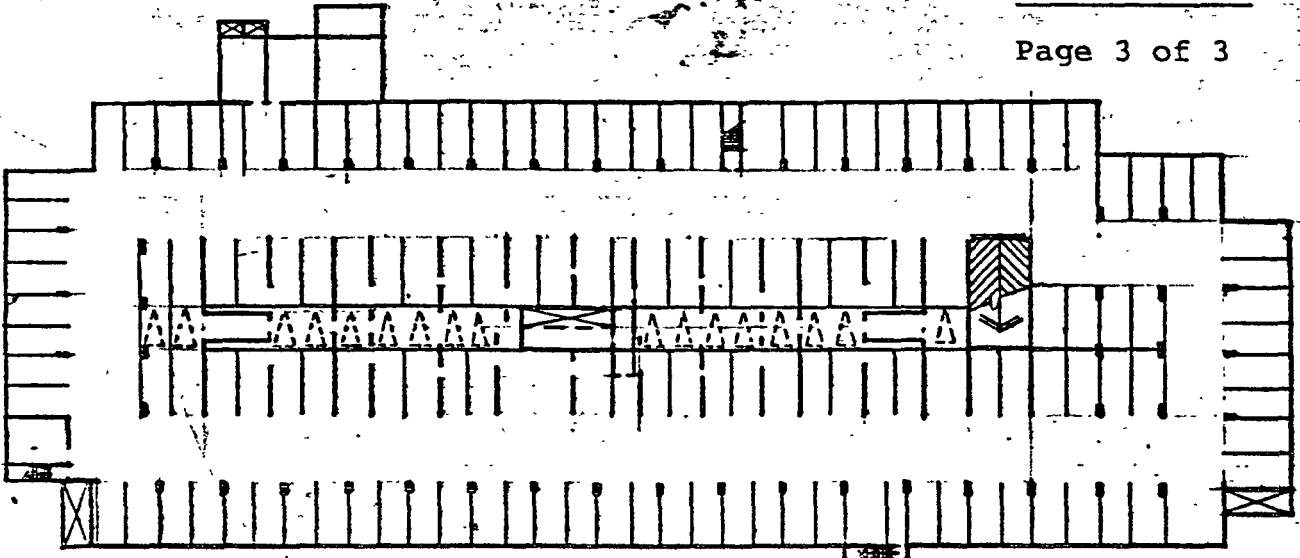


LISA STREET

A.R.P. DEVELOPMENT
 BRAMALEA LIMITED

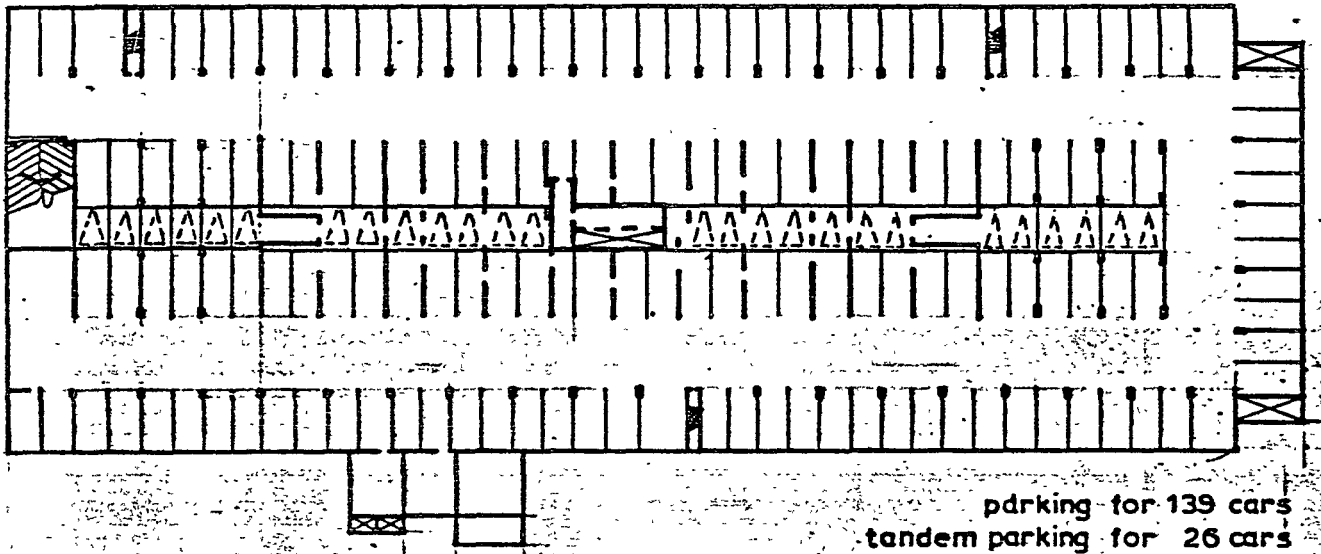
Date: June 5, 1978
 Scale: 1" = 100'-0"
 Rafael Burka Architects





parking for 139 cars
tandem parking for 16 cars

U/G GARAGE BLDG. 'B'

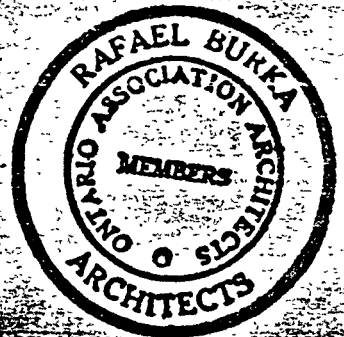


parking for 139 cars
tandem parking for 26 cars

U/G GARAGE BLDG. 'A'

A.R.P. DEVELOPMENT
BRAMALEA LIMITED

Date: June 5, 1978
Scale: 1" = 60'-0"
Rafael Burka Architects



RAFAEL
BURKA ARCHITECTS

AUG 14 1978

Planning Dept.	
Date	MAY 30 1978 Rec'd.
File No.	

May 29, 1978

SCHEDULE 'C'

Page 1 of 2

RENTAL APARTMENT PROJECT - LISA & DIXIE, BRAMPTON - FOR BRAMALEA LIMITED

List of equipment in recreation area in each of two buildings.

Laundry

- 1 washer and 1 dryer per 20 units
- 1 counter (table sink unit)

Laundry Lounge

- 4 easy chairs
- 2 coffee tables
- ashtrays
- wall pictures
- 1 bench sofa

Laundry - Childrens Play

- 4 childrens tables
- 16 childrens chairs (stacking)
- soft toys

Multipurpose Adult

- 10 30" x 30" folding tables (arborite tops)
- 40 folding chairs

Kitchen Area

- 1 refrigerator
- 1 stove
- counter sink with cupboards

Storage

- lockable
- 1 row of shelves

Multipurpose - Children

- 10 childrens tables
- 40 childrens stacking chairs
- large plastic toys & blocks
- counter sink with cupboards
- lockable storage with shelves

Allow \$1000.00 per building for fitness equipment.

ASSOCIATES: A. Tiefenbeck M.R.A.I.C.
I. Stefanovich

W. Stock
T. Adair

4800 Dufferin Street, Suite 100
Downsview, Ontario M3H 5S9
Telephone 416/661-1460

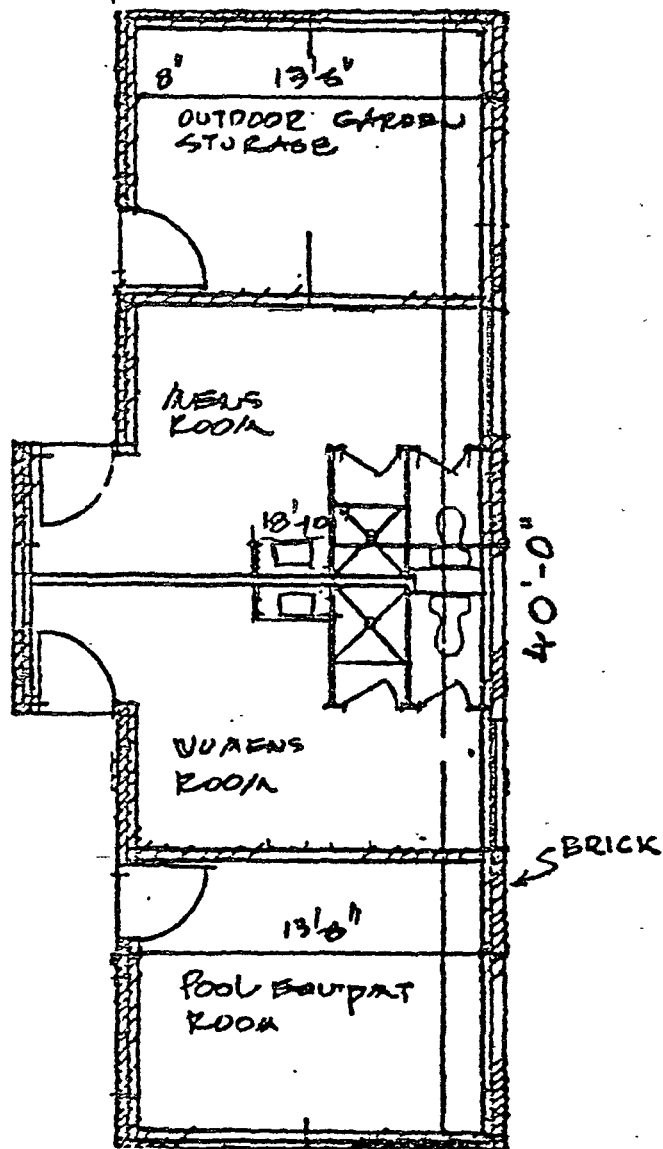
May 29, 1978

SCHEDULE 'C'

RENTAL APARTMENT PROJECT - LISA & DIXIE, BRAMPTON - FOR BRAMALEA LIMITED

Page 2 of 2

CABANA



City of Brampton PLANNING DEPT.		
Date	MAY 30 1978	Rec'd.
File No.		

DUPLICATE

DATED: 14 Aug 1978

BRAMALEA 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

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

No. **190289**
Received in the Office of
Land Titles at Brampton at
1:40 pm on
the *26* day of *Sept* 1978
and entered in
Parcel *Plan-1*
Section *M-134*

Vera Foster
Land Registrar

MM

ED August 14th 19 78.



BY-LAW

No. 191-78

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