



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 196-78


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


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

- (1) That the Mayor and the Clerk are hereby  
authorized to execute an Agreement between  
The Corporation of the City of Brampton,  
Bramalea Limited and The Regional Municipality of Peel, attached hereto as Schedule  
"A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open  
Council this 11th day of September, 1978.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 11<sup>th</sup>.  
day of *SEPTEMBER*, 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

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule 'A' annexed hereto (herein called "the lands") and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for an Official Plan Amendment and Rezoning of the land and the City is of the opinion that such amendment and rezoning 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 rezone the said lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement provided that the Official Plan Amendment and the Zoning By-law to be passed by the City of Brampton to permit the proposed development receives approval of the Minister of Housing and the Ontario Municipal Board respectively.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. 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 Engineer of the City of Brampton.

3. 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.

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

5. 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.

6.                   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.                   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.

8.                   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. The landscaping plans shall include landscaping for the portion of the boulevard on Highway #7 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 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 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 construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Director of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve months following the issuing of a building permit for the building shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9. Fencing The Owner shall fence the boundary of the lands on Schedule 'B' 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 occupancy.

OTHER APPROVALS

10. 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.

11. **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; and necessary appurtenances to service the lands and such other matters as the said authority shall require. 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

12. **Admini-stra-tion Fees** 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.

13. **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.

14. **Glare** All floodlighting on the land shall be designed and oriented so as to eliminate glare on adjacent roadways and and residential properties.

15. **s** The Owner agrees that no signs shall be permitted on the lands other than those signs the height, placement, location and design of which have been approved by the Planning Director and the Building and Zoning Co-ordinator. The Owner acknowledges that a building permit will not be issued until the sign height, placement, location and design have been so approved.

16. **By-laws** Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

17. The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

Lands  
Affected

18. 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

19. 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

20. 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 and/or the Region of Peel.

Successors  
& Assigns

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: [Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
Sr. Vice-President

THE CORPORATION OF THE CITY OF BRAMPTON

*[Signature]*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN MAYOR  
*[Signature]*  
\_\_\_\_\_  
CLERK

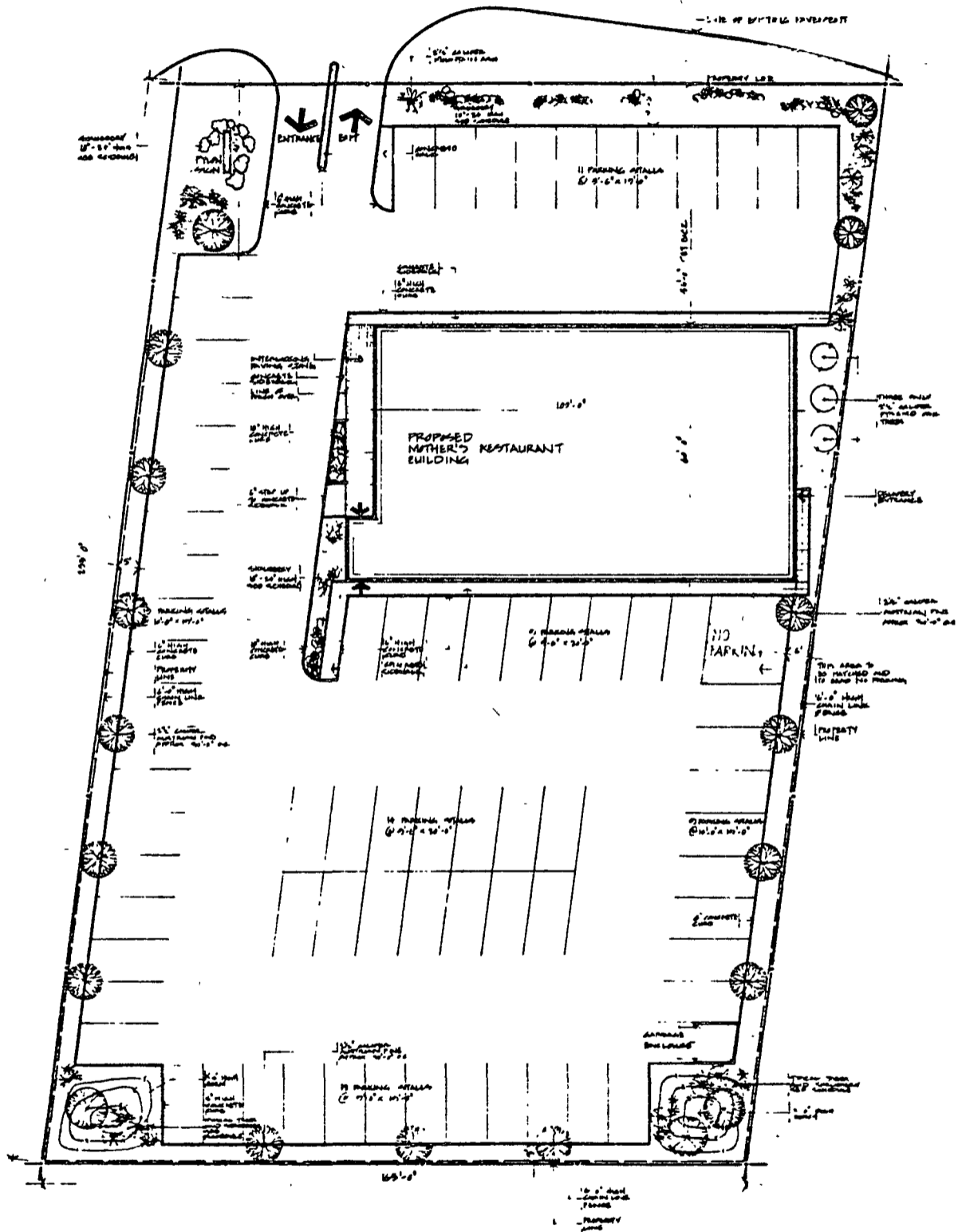
SCHEDULE 'A'

LEGAL DESCRIPTION OF THE LANDS

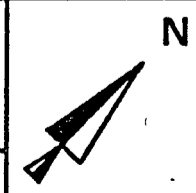
ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel), and being composed of that part of East Half of Lot 5, in the Fourth Concession, East of Hurontario Street, and more particularly described as Part 1 on a plan deposited in the Land Registry Office for the Registry Division of Peel (No. 43) as Plan 43R- .



THE KING'S HIGHWAY N° 7

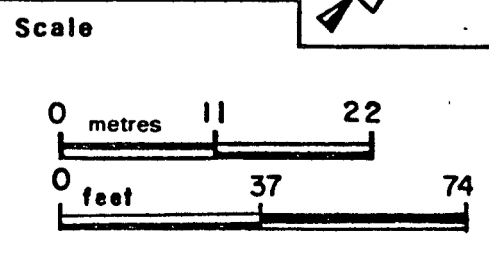


**DEVELOPMENT AGREEMENT**  
Schedule 'B'



Drawn	b. k.
Date	1978-08-09
File No.	C4E5.12
Dwg. No.	A 63-9E

Legend



CITY OF  
**BRAMPTON**  
PLANNING  
DEPARTMENT

DATED: \_\_\_\_\_

BRAMALEA LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

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A G R E E M E N T

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

ED September 11 19 78.

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between The Corporation of the City of  
Brampton, Bramalea Limited and The  
Regional Municipality of Peel.