



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 13 - 76

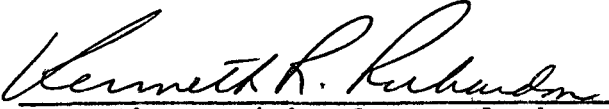
A By-law to authorize the execution of an Agreement with Victoria Wood Development Corporation Inc. and Partition Holdings Limited and The Corporation of the City of Brampton.

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 Victoria Wood Development Corporation Inc., and Partition Holdings Limited and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 16th day of January, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
16th day of January, 1976.

B E T W E E N:

VICTORIA WOOD DEVELOPMENT CORPORATION INC.
and PARTITION HOLDINGS LIMITED,

hereinafter called the "Owner",

OF THE FIRST PART,

- and -

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 plan annexed hereto as Schedule "A" and that
there are no outstanding mortgages upon the said property;

AND WHEREAS the Owner has applied to the City for
rezoning of the said lands and the City is of the opinion that
such 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 located on the west side of Hansen Road and
east of Kennedy Road North north of the properties fronting on
Queen Street East in the City of Brampton and more particularly
described as Block "F" and part of Block "H" according to

Handwritten initials and signatures

Registered Plan Number 889 and designated on Schedule "A" annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement. The provisions of this agreement are conditional upon the said lands being rezoned by the City of Brampton so as to permit the proposed development and such rezoning by-law being approved of or directed by the Ontario Municipal Board.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

Parking areas and access.

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 indicated on the said schedule. All ramps, driveways and parking areas as shown on Schedule "A" shall be asphalted and constructed in accordance with sound engineering practice to the satisfaction of the City Engineer and 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 workman-like manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

Construction access.

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

Maintaining adjacent pavement.

4. 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 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 Owner forthwith upon being invoiced therefor by the City Engineer.

Construction damage.

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 Owner, its agents, servants, employees, subcontractors or material suppliers.

Handwritten signatures and initials

grading and discharge.

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. 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.

7. 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 works shall be subject to supervision and inspection by a representative of the City of Brampton Engineering Department.

grading, building and landscaping plans and approvals.

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, Director of Parks and Recreation, and Building and Zoning Co-ordinator prior to issuance of any building permits. 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. All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction.

[Handwritten signature] 16

All existing, healthy trees shall be retained where practical having regard to the construction to be undertaken. All trees to be retained shall be fenced and protected during construction.

flood-lighting.

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

occupancy.

10. The Owner covenants that it will not permit the occupancy of any building or part 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 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 areas and private driveways provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

Recreation Facilities

11. The Owner agrees that the landscape plan to be submitted with respect to the lands shall include the proposed location and design for a recreation centre and seven (7) additional child-play areas to be constructed by the Owner and the Owner agrees to construct a recreation centre including at least two (2) flood-lit tennis courts, open air swimming pools with a surface area of approximately Two Thousand (2,000) square feet, a child-play area and a two-storey club-house and seven (7) additional child-play areas as shown on Schedule "A" in the locations approved on the landscape plan and in accordance with plans and specifications to be approved by the Director of Parks and Recreation and the City Engineer and the Building and Zoning Co-ordinator. The Owner agrees that the recreation centre shall be completed in accordance with the required plans and specifications within a period of one year following the occupancy of the first condominium unit within the development.

hydro services.

12. The Owner shall enter into such agreements as may be necessary with the proper authority have 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 be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for in this clause have been entered into or other satisfactory arrangements have been made in respect to the building or buildings for which building permits are requested.

FINANCIAL

axes.

13. The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full forthwith upon 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.

city levies.

14. The Owner covenants and agrees to pay to the City the following development levies:

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or town-house building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and

Handwritten signature and initials

- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

For the purposes of this agreement, the above development levies shall be deemed to be the levies in effect the first day of January, 1974 and are to be adjusted twice yearly in direct relationship to the Composite Component of the Southern Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

Perform-
ance
guarantee. 15. The Owner agrees to provide the City with security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of the works required to be performed on public property by this agreement as estimated by the City Engineer to ensure the performance of such works prior to the commencement of any works on the lands shown on Schedule "A".



Archi-
tectural
Control
Commit-
tee.

16. The Owner and the City agree that the architectural aspects of the buildings to be erected within the lands shall conform to the elevations and perspectives attached hereto as Schedule "B".

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.

In the event that the Owner proposes to make any significant change to the architectural aspects as defined upon Schedule "B" hereto such revised architectural aspects shall be approved by the Committee prior to the issuance of a building permit for any building in respect to which a revision is proposed. 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.

The Owner agrees to consult with the City in connection with the determination of its colour chart for the buildings to be erected.

walkway.

17. The Owner agrees to convey to the City the lands shown as a walkway on Schedule "A" annexed hereto free and clear of all encumbrances and at no expense to the City. And the Owner shall provide the City with a deed for the said walkway prior to the application for or issuance of any building permits for the lands shown on Schedule "A" annexed hereto. Notwithstanding the foregoing, the Owner shall be entitled to reserve to itself, its heirs, successors and assigns a right-of-way over the lands conveyed to

[Handwritten signature and initials]
16

the City as a walkway entitling them to cross the said lands or to use the said walkway and the Owner shall also be entitled to reserve any necessary easements for services or utilities crossing the said walkway. The Owner agrees to construct on the said lands to be conveyed to the City an eight-foot (8'0") wide walk of concrete or other approved material in accordance with plans and specifications to be approved by the City Engineer.

do-
minium
corpor-
ations.

18. The Owner hereby covenants and agrees that the residential units to be erected on the lands shown on Schedule "A" annexed hereto shall be sold as condominium units on the basis of four separate condominium corporations of a maximum of One Hundred and Forty (140) units in each condominium corporation. It is agreed between the parties that each proposed condominium corporation may constitute a separate phase of development and compliance with respect to those matters relevant to each such phase shall be deemed to be compliance with those provisions of this agreement relevant to the granting of occupancy permits in respect to that phase. The Owner agrees that the landscaping of all lands within the area of each condominium corporation shall be completed within twelve (12) months following the occupancy of the first unit in the said condominium corporation.

City
by-laws.

19. 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 all building by-laws and 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.

gree-
ent
inding.

20. The Owner shall not call into question directly or indirectly in any proceeding 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.

[Handwritten signature]

21. Where any consents or approvals are required pursuant to the terms of this agreement, such consents or approvals shall not be unreasonably withheld.

22. 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.

VICTORIA WOOD DEVELOPMENT CORPORATION
INC.

per [Signature] President
per [Signature] VICE PRES

PARTITION HOLDINGS LIMITED

per [Signature] V.P.S.

THE CORPORATION OF THE CITY OF BRAMPTON

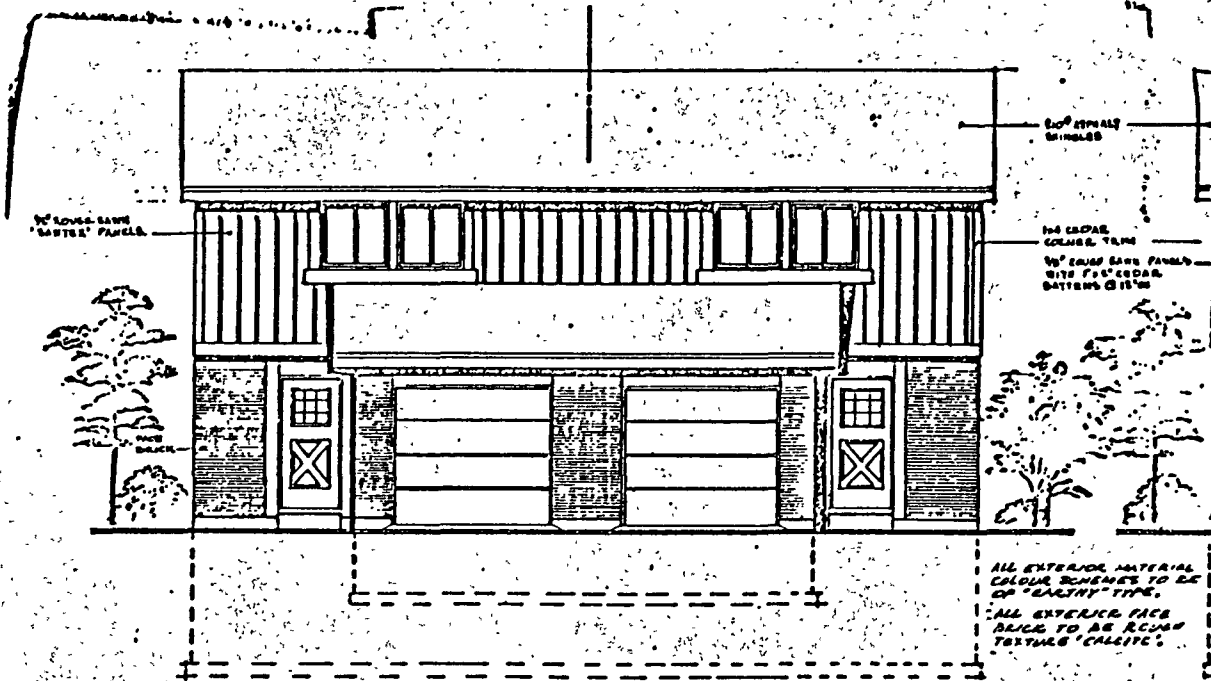
James E. Richardson Mayor
Herbert A. Hubbard Clerk

Successors and assigns.

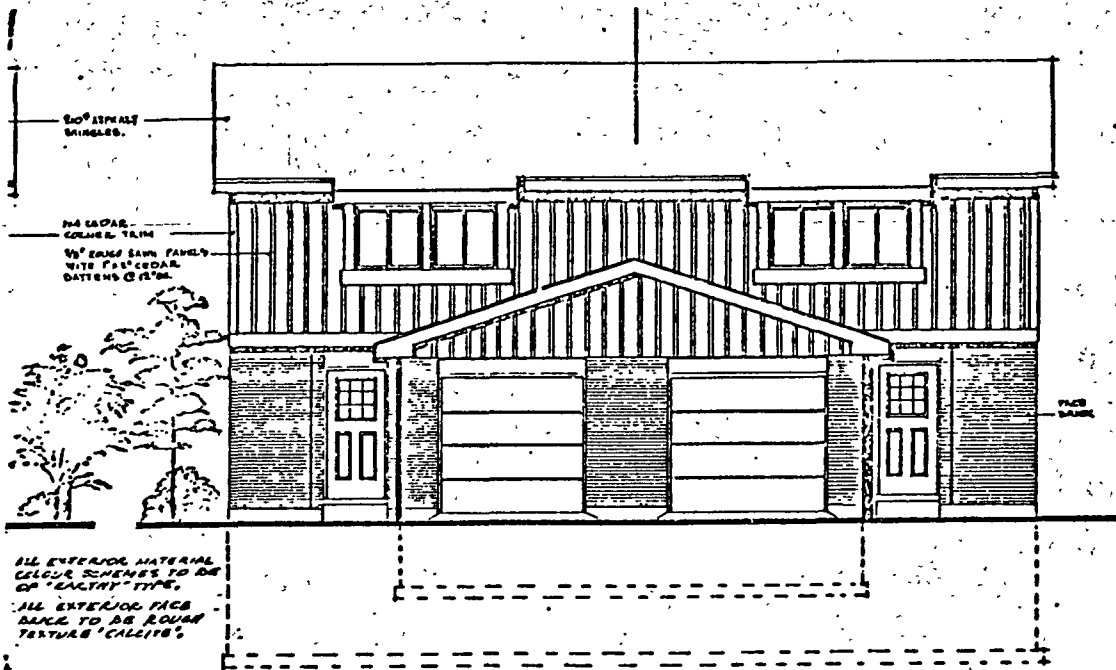
School Bⁿ

le mya
A. G. A.





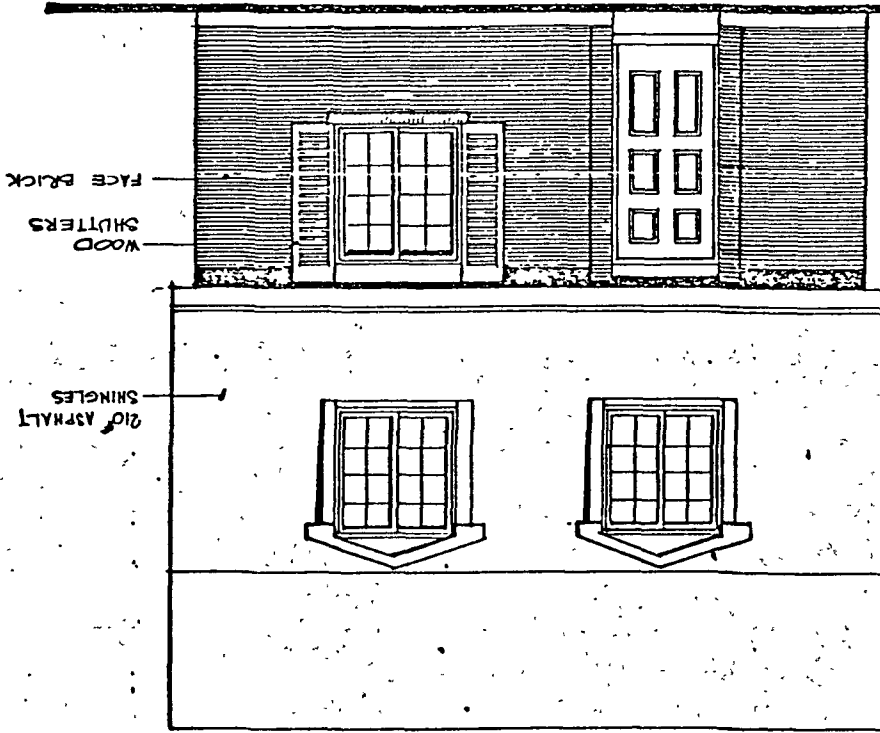
FRONT ELEVATION 'A'



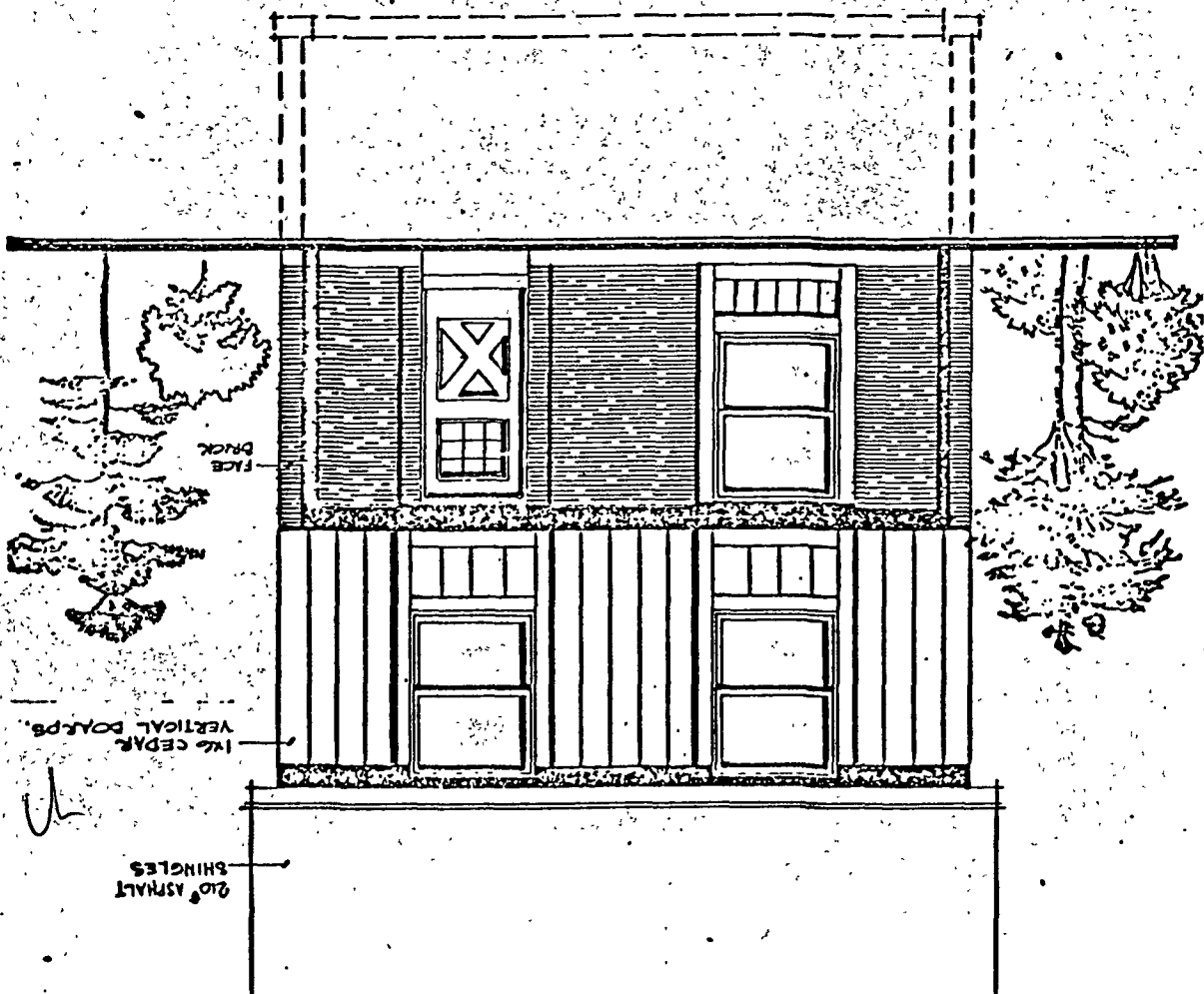
FRONT ELEVATION 'B'

71
3
[Signature]

FRONT ELEVATION 'E'

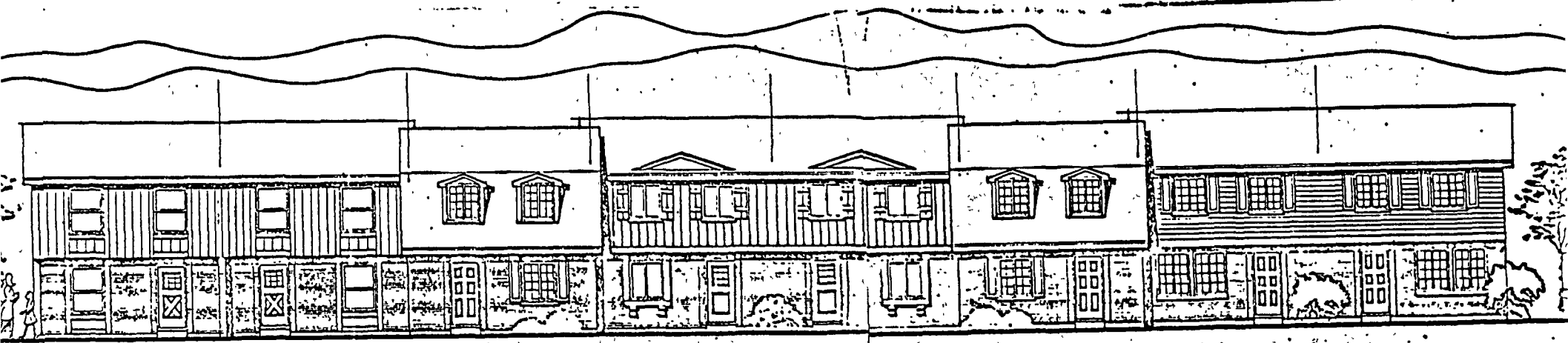


FRONT ELEVATION 'D'

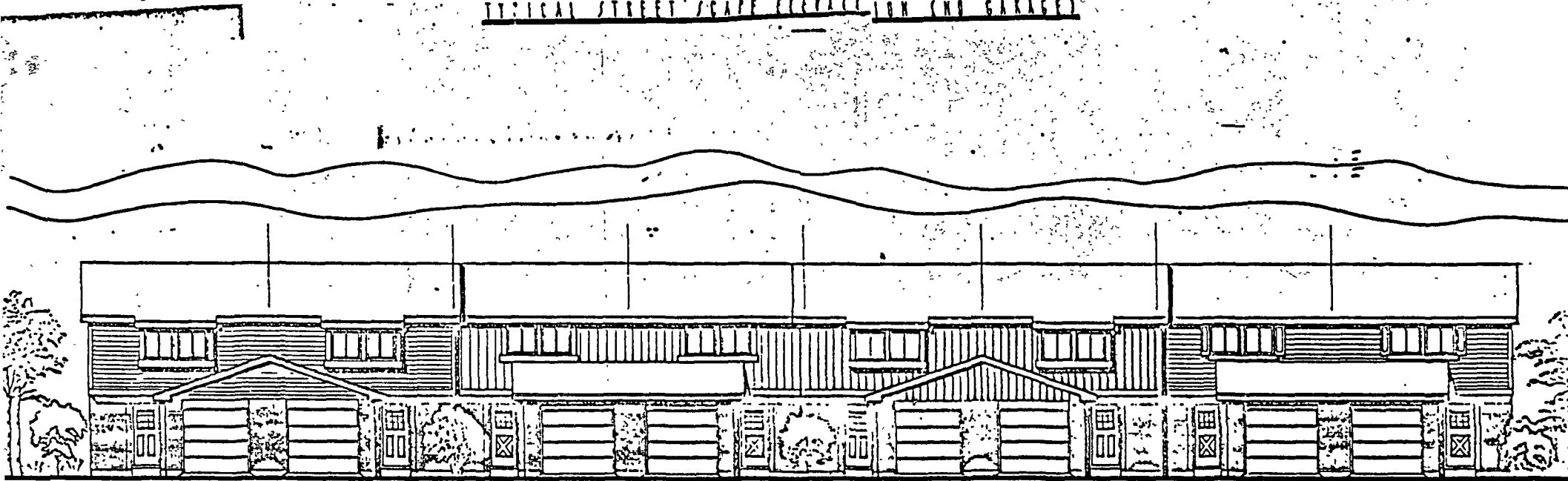


Handwritten notes:
 1/2
 2/2
 n

Handwritten signature or initials in the top right corner.



TYPICAL STREET / CAPE ELEVATION (NO GARAGE)



TYPICAL STREET / CAPE ELEVATION (WITH GARAGE)

PASSED January 16, 19 76



BY-LAW

No. 13 - 76

2nd / 8

Scheme - A

SCHOOL

SCH PLAY FIELD

SHOPPING CENTER

ARSEN ROAD

PARK

RE RE N EN P R K
LA OUT PLAN DET LS 088
LA OCCAPE R T
PL N 10 TS S DN N
R VOLE LANDC E
R NITEC

CONDOMINIUM NO 1 155 UNITS

CONDOMINIUM NO 2 101 UNITS

RE REACTION CENTER





CONDOMINIUM NO 3 13 UNITS

CONDOMINIUM NO 4 14 UNITS

SITE PLAN - scheme # 2 (451 UNITS)

PARCEL H*F BLOCKS XF REG PLAN 889

LEGEND

-  SA PC-U COMPOUND
-  RE REACTION CENTER
-  LA OCCAPE R T
-  PL N 10 TS S DN N

DO ELS
DATE

Schedule A

SCHOOL

SCH LAT

PARKING CENTER

PARK

RECREATION CENTER
LA OUT PLAN DET DES SER
LA COCHA E' AGENT S
PLAN NO 10 DIGN
X LOR LANDSC
CHITES

CONDOMINIUM NO 1 35 UNITS

CONDOMINIUM NO 2 101 UNITS




CONDOMINIUM NO 3 13 UNITS

CONDOMINIUM NO 4 14 UNITS

SITE PLAN scheme #2 (451 UNITS)

PARCEL N° 1 LOCKS' XP REG PLAN 889

LEGEND

-  P
-  BAG ROOM COMPOUND
-  TRASH ENCLOSURE

20
B
C