



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

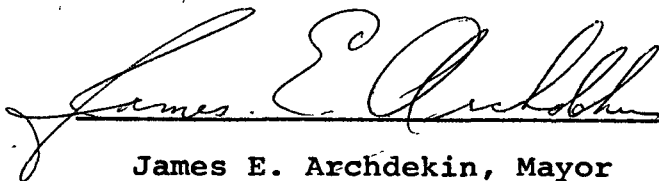
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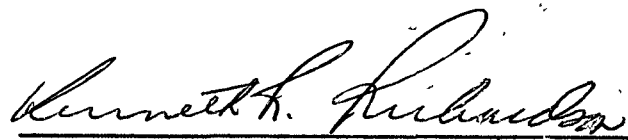
Number 24-76  
A By-law to authorize the  
execution of an Agreement  
with Roseville Farms Ltd.,  
the Corporation of the City  
of Brampton and the Region  
of Peel

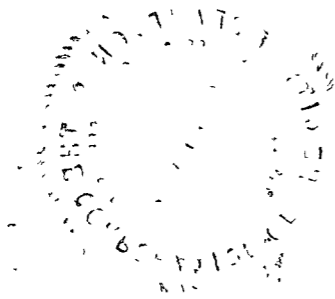
The Council of the Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to  
execute an Agreement between Roseville Farms 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 26th day of January, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk



# BY-LAW

No. 24-76

A By-law to authorize the execution of an Agreement between Roseville Farms Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

*Sept*

B E T W E E N:

ROSEVILLE FARMS LIMITED, a company incorporated under the laws of the Province of Ontario,

herein called the "Developer"

- and -

of the FIRST PART;

THE CORPORATION OF THE CITY OF BRAMPTON,

herein called the "City"

of the SECOND PART;

- and -

THE REGIONAL MUNICIPALITY OF PEEL,

herein called the "Region"

of the THIRD PART;

WHEREAS pursuant to an agreement dated the 11th day of December, 1973 (herein called the "Subdivision Agreement") between the Developer and The Corporation of the Town of Brampton (herein called the "Town"), the parties thereto agreed on the terms and conditions pursuant to which the lands described in Schedule "A" were to be developed by means of a registered plan of subdivision;

AND WHEREAS pursuant to an agreement dated the 27th day of December, 1973 (herein called the "Utilities Agreement") between the Developer and The Water Commissioners for the Town of Brampton, the parties thereto agreed on the terms and conditions for the supply of water service to the lands in Schedule "A";

AND WHEREAS pursuant to The Regional Municipality of Peel Act, 1973, the City became the successor to the Town and the responsibilities of the Town have been assumed in part by the City and in part by the Region;

AND WHEREAS the Region has assumed the rights and obligations of The Water Commissioners for the Town of Brampton;

AND WHEREAS it is necessary to amend the Subdivision Agreement and the Utilities Agreement to reflect these changes in responsibility;

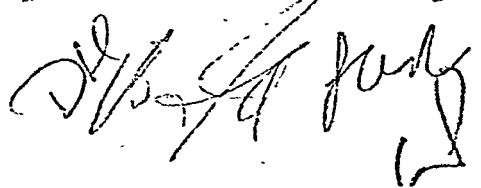
WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of ONE (\$1.00) DOLLAR now paid by each of the parties hereto to each of the other of them, the parties hereto agree each with the other of them as follows:

1. Save as specifically herein amended, the Subdivision Agreement and the Utilities Agreement are ratified and confirmed and will remain in full force and effect in accordance with the terms thereof.

2. The Region agrees that the levy of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS per lot, payable to The Water Commissioners for the Town of Brampton, shall be cancelled and the Developer agrees to pay the regional levies as hereinafter set out.

2A. Prior to issuance of building permits, water service applications must have been completed and the required charges, as laid down by the Region, paid.

2B. The maintenance period for waterworks is to be one year for the underground portion and three years for the above-ground portion.



Such levies shall be paid at the same time and on the same basis as the development levies are paid to the City in accordance with the Subdivision Agreement and the City is authorized and agrees to collect a cheque payable to the Region for said Regional levies for remittance to the Region within 10 days of receipt of same. The Region hereby confirms that no additional levies will be required from the Developer or the City in respect of the lands.

The Developer hereby covenants and agrees to pay to the credit of the Region three (3) percent of the cost of Regional works as an engineering and inspection fee and the Region hereby confirms that no additional engineering or inspection fee

shall be required to be paid to the Region or City in respect of such works.

4. The Developer agrees that the securities to be provided to the City to ensure the due performance of its obligations in the Subdivision and Utilities Agreement shall be amended to include the Region as one of the parties thereto.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals under the hands of their proper signing officers duly authorized on that behalf.

SIGNED, SEALED AND DELIVERED  
in the presence of

) ROSEVILLE FARMS LIMITED

) Per: Lawrence Rice *Director*

) THE CORPORATION OF THE CITY  
) OF BRAMPTON

) Per: James E. Walker *Mayor*

) Per: Kenneth D. Richardson *Clerk*

) THE REGIONAL MUNICIPALITY  
) OF PEEL

) Per: L.H. Lamm *Chairman*

) Per: Richard H. Frost *Clerk*

AUTHORIZATION BY-LAW  
NUMBER 93-76  
PASSED BY THE REGIONAL  
COUNCIL ON THE 22nd.  
DAY OF April, 1976

DATED 16th December 1975

ROSEVILLE FARMS LIMITED

and

THE CORPORATION OF THE CITY  
OF BRAMPTON

and

THE REGIONAL MUNICIPALITY OF PEEL

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A G R E E M E N T

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LAWRENCE, LAWRENCE, STEVENSON & WEBBER,  
Barristers and Solicitors,  
43 Queen Street West,  
Brampton, Ontario.  
L6Y 1L9

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(s) *PARCEL PLAN-1 SECTION M-162* of which ROSEVILLE FARMS LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 16th day of December 1975 made between ROSEVILLE FARMS LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL.

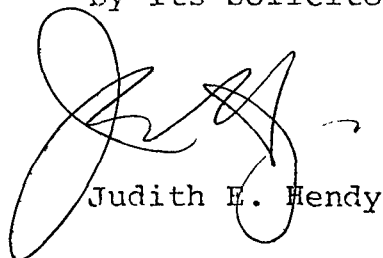
The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at Brampton this *3<sup>rd</sup>* day of *September 1976*

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

  
Judith E. Hendy

B E T W E E N:

ROSEVILLE FARMS LIMITED, a company  
incorporated under the laws of the  
Province of Ontario,

herein called the "Developer"

- and -

of the FIRST PART;

THE CORPORATION OF THE CITY OF BRAMPTON,

herein called the "City"

of the SECOND PART;

- and -

THE REGIONAL MUNICIPALITY OF PEEL,

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of the THIRD PART;

WHEREAS pursuant to an agreement dated the 11th day of December, 1973 (herein called the "Subdivision Agreement") between the Developer and The Corporation of the Town of Brampton (herein called the "Town"), the parties thereto agreed on the terms and conditions pursuant to which the lands described in Schedule "A" were to be developed by means of a registered plan of subdivision;

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AND WHEREAS pursuant to The Regional Municipality of Peel Act, 1973, the City became the successor to the Town and the responsibilities of the Town have been assumed in part by the City and in part by the Region;

AND WHEREAS the Region has assumed the rights and obligations of The Water Commissioners for the Town of Brampton;

AND WHEREAS it is necessary to amend the Subdivision Agreement and the Utilities Agreement to reflect these changes in responsibility;



WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of ONE (\$1.00) DOLLAR now paid by each of the parties hereto to each of the other of them, the parties hereto agree each with the other of them as follows:

1. Save as specifically herein amended, the Subdivision Agreement and the Utilities Agreement are ratified and confirmed and will remain in full force and effect in accordance with the terms thereof.

2. The Region agrees that the levy of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS per lot, payable to The Water Commissioners for the Town of Brampton, shall be cancelled and the Developer agrees to pay the regional levies as hereinafter set out.

3. The Developer shall pay to the Region a levy of ~~XXV~~ SIX FIFTY (\$650.00) HUNDRED AND ~~XXV~~ (520x00) DOLLARS for each single family and semi-detached dwelling unit, such levy to be adjusted twice yearly in direct relationship to the composite component of the Southam 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 with the base being established as at January 1st, 1974.

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Such levies shall be paid at the same time and on the same basis as the development levies are paid to the City in accordance with the Subdivision Agreement and the City is authorized and agrees to collect a cheque payable to the Region for said Regional levies for remittance to the Region within 10 days of receipt of same. The Region hereby confirms that no additional levies will be required from the Developer or the City in respect of the lands.

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2A. Prior to issuance of building permits, water service applications must have been completed and the required charges, as laid down by the Region, paid.

2B. The maintenance period for waterworks is to be one year for the underground portion and three years for the above-ground portion.

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shall be required to be paid to the Region or City in respect of such works.

4. The Developer agrees that the securities to be provided to the City to ensure the due performance of its obligations in the Subdivision and Utilities Agreement shall be amended to include the Region as one of the parties thereto.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals under the hands of their proper signing officers duly authorized on that behalf.

SIGNED, SEALED AND DELIVERED )

in the presence of )

) ROSEVILLE FARMS LIMITED

) Per: Lawrence Rice *Director*

) THE CORPORATION OF THE CITY  
) OF BRAMPTON

) Per: James E. Chalkin *Mayor*

) Per: Kenneth A. Richardson *CLERK*

) THE REGIONAL MUNICIPALITY  
) OF PEEL

) Per: R.H. Lamm *CHAIRMAN*

) Per: Kenneth A. West *CLERK.*

AUTHORIZATION BY-LAW  
NUMBER 93-76  
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LAWRENCE, LAWRENCE, STEVENSON & WEBBER,  
Barristers and Solicitors,  
43 Queen Street West,  
Brampton, Ontario.  
L6Y 1L9

LAND TITLES

DATED:

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ROSEVILLE FARMS LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

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NOTICE OF AGREEMENT

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON

3:20 PM

7 SEPT 1976

# 90648