



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 29-77

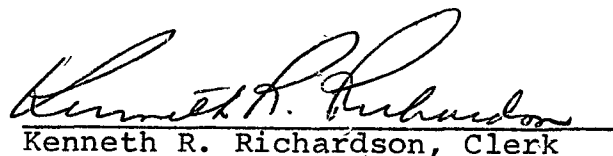
A By-law to authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and The Bank of Nova Scotia.

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, The Regional Municipality of Peel and The Bank of Nova Scotia, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 14th day of February, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

26 Oct

MEMORANDUM OF AGREEMENT made in duplicate this

26th day of October 1976

BETWEEN:

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

THE BANK OF NOVA SCOTIA

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a survey annexed hereto as Schedule "A", and further warrants that the Mortgagees are the only 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 in so far 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 at the south-easterly corner of North Park Drive and McKay Street South and more particularly described as Block "O", 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 REQUIPEMENTS

3. The Owner shall restrict the means of vehicular
Ingress and egress ingress and egress to and from the parking area shown on
Schedule "A" to those locations indicated on the said schedule.
As construction is undertaken on the building, all ramps, drive-
ways 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 Engineer and this work shall be completed before occu-
pancy 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. The Owner shall use only such locations for access
Access for construction purposes as the City Engineer may approve.
5. The Owner agrees to employ and keep employed a
Clean site sufficient number of sweepers or workmen or use such means
as may be necessary to keep the adjacent pavement and side-
walks 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
materials 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.
6. The Owner will be responsible for any damage
Con- caused to the roadways, curbs, pavements, boulevards or
struc- plantings thereon caused by the construction carried out on
tion 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 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.

8.

Grading,
building
and
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 Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator 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 all such recreational facilities in accordance with specifications to be approved by the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator. 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, re-setting 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. No existing trees other than those presently approved for removal

in accordance with Schedule "A" shall be removed without prior written approval of the City Director 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 buildings on the lands shown on Schedule "A"

9.

cing

The Owner shall fence the boundary of the lands on Schedule "A" 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 the first occupancy.

10.

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 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 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.

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 Engineer 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 Engineering Department.

OTHER APPROVALS

12. 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 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. 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. 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.

GENERAL

15. 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.

16. Condo-
miniums

The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under a condominium corporation. 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".

17. 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 Engineer.

18. 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 and any other laws or 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.

19. 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.

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.

21. 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.

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.

ERAMALEA LIMITED

[Signature]

[Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

JAMES E. ARCHDEKIN MAYOR

[Signature]

KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
NUMBER 29-77
PASSED BY THE REGIONAL
COUNCIL ON THE 10th
DAY OF MARCH, 19 77.

[Signature]

CHAIRMAN
[Signature]

CLERK.

THE BANK OF NOVA SCOTIA

[Signature]

GENERAL MANAGER
[Signature]

SECRETARY

Doc. No. 99996
[Signature]

1. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE GARAGE OR CARPORT.
 2. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE LAUNDRY ROOM.
 3. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE STORAGE AREA.
 4. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE PATIO OR BALCONY.
 5. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE ENTRY.
 6. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE TOILET.
 7. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE BATHROOM.
 8. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE KITCHEN.
 9. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE LIVING AREA.
 10. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE BEDROOM.
 11. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE CLOSET.
 12. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE STORAGE AREA.
 13. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE PATIO OR BALCONY.
 14. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE ENTRY.
 15. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE TOILET.
 16. ALL UNITS SHALL BE PROVIDED WITH A PRIVATE BATHROOM.
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NO EXISTING TREES ON SITE

SITE		
AREA OF LAND	6.706 ACRES	
NO. OF UNITS	137	
DENSITY	15.96	
LANDSCAPE		
BUILDING COVERAGE	64.099	22%
ROAD DRIVEWAY	73.718	25%
LANDSCAPED AREA	154.226	53%
PARKING		
RESIDENT	195	182-24%
VISITOR	27	23%
UNIT TYPE 'T4'		
NO. OF UNITS	28	
SIZE	15'-8" x 35'-0"	
COVERAGE	611 SQ. FT.	
HEIGHT	3 STORES	
UNIT TYPE 'T5'		
NO. OF UNITS	26	
SIZE	15'-8" x 35'-0"	
COVERAGE	609.4 SQ. FT.	
HEIGHT	3 STORES	
UNIT TYPE 'T6'		
NO. OF UNITS	15	
SIZE	15'-8" x 35'-0"	
COVERAGE	579.20 SQ. FT.	
HEIGHT	3 STORES	
UNIT TYPE 'T7'		
NO. OF UNITS	20	
SIZE	15'-0" x 35'-0"	
COVERAGE	655.93 SQ. FT.	
HEIGHT	2 STORES	
UNIT TYPE 'T8'		
NO. OF UNITS	18	
SIZE	15'-0" x 35'-0"	
COVERAGE	570.80 SQ. FT.	
HEIGHT	2 STORES	

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT		
2	REVISED PER PLAN NO. 100-177		
3	REVISED PER PLAN NO. 100-177		
4	REVISED PER PLAN NO. 100-177		
5	REVISED PER PLAN NO. 100-177		
6	REVISED PER PLAN NO. 100-177		
7	REVISED PER PLAN NO. 100-177		
8	REVISED PER PLAN NO. 100-177		
9	REVISED PER PLAN NO. 100-177		
10	REVISED PER PLAN NO. 100-177		

Drawn by: SYJ
 Checked by: [Signature]
 Date printed: [Date]



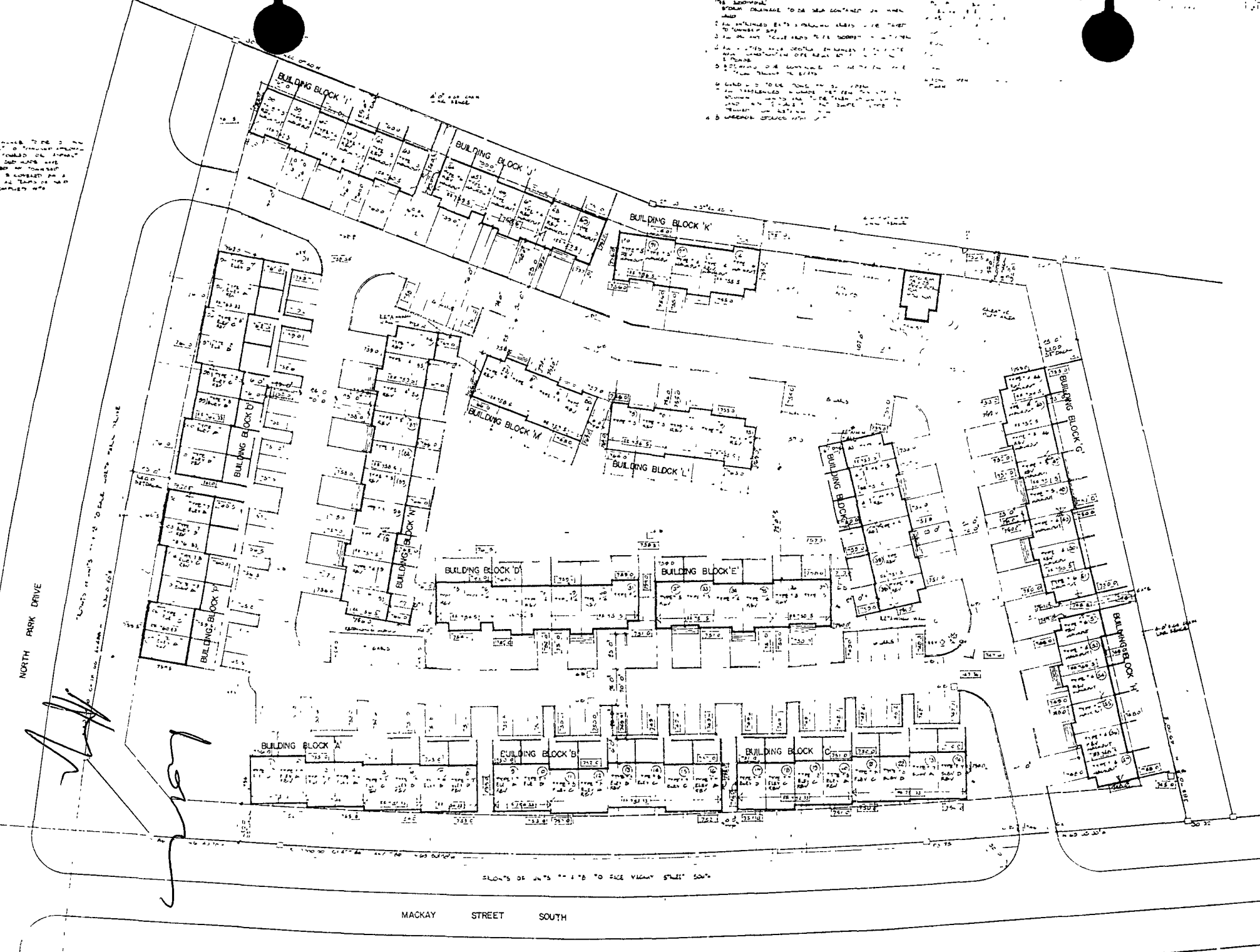
Contractor shall verify all dimensions on the site and report any discrepancies to the architect within 10 days of the start of the work.
 All drawings and specifications are prepared in metric and the metric of the work shall be used in the construction of the work.
 All drawings in the work for construction shall be signed by the architect.

Vijayan & Beggs
 Architects & Planners
 1510 Yonge Street
 Toronto
 Ontario M4W 2E7
 Telephone 422-8211

Client: BRAMALEA CONSOLIDATED DEVELOPMENT LTD
 Project Name: TOWNHOUSE DEVELOPMENT FOR BLOCK 'C' BRAMALEA

Sheet No: 1
 Title: SITE PLAN

Date: JUNE '76
 Scale: 1" = 30'-0"
 Date: 07.0.80



DATED October 26th 1976

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

THE BANK OF NOVA SCOTIA

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON
ONTARIO
L6V 1A4

The Registry Act

DECLARATION UNDER SECTION 23 OF THE ACT

I, Laszlo C. Pandy-Szekeres,
of the City of Brampton,
do solemnly declare that I am the Solicitor for one
of the parties to an agreement dated January 19th, 1977
, made between Jurian Investments
Limited, The Corporation of the City of Brampton, The
Regional Municipality of Peel, and The Toronto-Dominion Bank,

which affects the following lands:

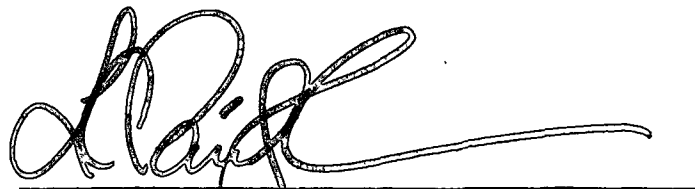
The lands situated in the City of Brampton, in the Regional
Municipality of Peel (formerly in the Town of Brampton,
formerly in the Township of Chinguacousy, in the County of
Peel) and being composed of that part of Lot 1, Concession 2,
East of Hurontario Street, designated as PARTS 1 and 2 on a
reference plan deposited in the Registry Office for the
Registry Division of Peel (No. 43) as Number 43R-1012.

SUBJECT to an easement over the said PART 2 in favour of The
Corporation of the City of Brampton.


TOGETHER WITH a right-of-way, ^{over Lot 1} in common with others entitled
thereto over, along and upon PART 2, as shown on Plan No. 43R-408
until such time as the said part conveyed to the City of Brampton
is accepted by the City of Brampton as a public thoroughfare.

I make this solemn declaration conscientiously believing it
to be true and knowing that it is of the same force and
effect as if made under oath.

Declared before me at the)
City of Brampton)
in the Regional Municipality)
of Peel)
this day of ~~November~~ ^{OCTOBER})
, 1980)



Laszlo C. Pandy-Szekeres


A Commissioner, etc.)
ROBERT D. TUFTS, a Commissioner, etc.)
Judicial District of Peel, for The)
Corporation of the City of Brampton)
Expires May 24th, 1982.)

MEMORANDUM OF AGREEMENT made in duplicate this 19th
day of January, 1977

B E T W E E N :

JURIAN INVESTMENTS 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

THE TORONTO-DOMINION BANK

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that he is the owner
of the lands shown on Schedule "A" annexed hereto and further
warrants that the Mortgagees are the only mortgagees of the
said lands;

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 northeast corner of Steeles Avenue and Rutherford Road in the City of Brampton described as part of Lot 1, Concession 2, east of Hurontario Street in the City of Brampton, and shown on Schedule "A" to this agreement shall be developed and maintained only in accordance with the site plan annexed hereto as Schedule "A" and shall be used only for the purposes permitted under a rezoning by-law to be passed by the City of Brampton provided that the said by-law receives Ontario Municipal Board approval and this agreement shall come into effect only upon Ontario Municipal Board approval of the said rezoning by-law.

GENERAL

2. 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, his agents, servants, employees, sub-contractors or material suppliers. The lands shall be graded in a proper workmanlike manner and the lands and abutting roads shall be maintained in a clean state subject only to the necessary construction conditions from time to time. 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 building will be discharged into the storm sewer system of the City in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator. The Owner agrees to construct curbs in locations to be approved by the City Engineer and in accordance with specifications to be approved by the City Engineer. The Owner agrees to construct and maintain, to the standards of the City Engineer, properly surfaced and marked parking areas as shown on Schedule "A".

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

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 Owners 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 Owners forthwith upon being invoiced therefor by the City Engineer.

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 Owners, their agents, servants, employees, subcontractors or material suppliers.

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 and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer 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.

Detailed grading, building, and landscaping plans and engineering plans for all services for the lands shown on Schedule "A" will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation, and the Building and Zoning Co-ordinator prior to the issuance of any building permits. The Owners shall sod, landscape, and fence 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 itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along Rutherford Road and Steeles Avenue adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule "A".

8. The Owner agrees to erect a split rib block wall with coping to a height of four feet above grade on the northerly and easterly boundaries of the lands shown on Schedule "A". The said wall to be erected in accordance with specifications to be approved by the City.

9. The Owner covenants for itself, its successors and assigns that it will pave, mark, and maintain all driveways and parking areas as shown on Schedule "A" and all such parking areas shall be completed to the satisfaction of the City Engineer within twelve months following the issuance of a building permit for any building on the lands shown on Schedule "A".

10. The Owner agrees to construct turnlanes on Rutherford Road in accordance with plans and specifications to be approved by the City Engineer.

11. The Owner agrees to construct a sidewalk along the Rutherford Road frontage of the lands shown on Schedule "A" in a location and in accordance with plans and specifications to be approved by the City Engineer.

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

OTHER APPROVALS

13. 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 development 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.

14. 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

15. 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.

16. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of all works on public property required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

17. 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, a fee of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

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

19. 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.

20. 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.

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

JURIAN INVESTMENTS LTD. ^{LIMITED}

A. J. Jagger
Pres

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald
MAYOR
Kenneth R. Richardson
CLERK

THE REGIONAL MUNICIPALITY OF PEEL

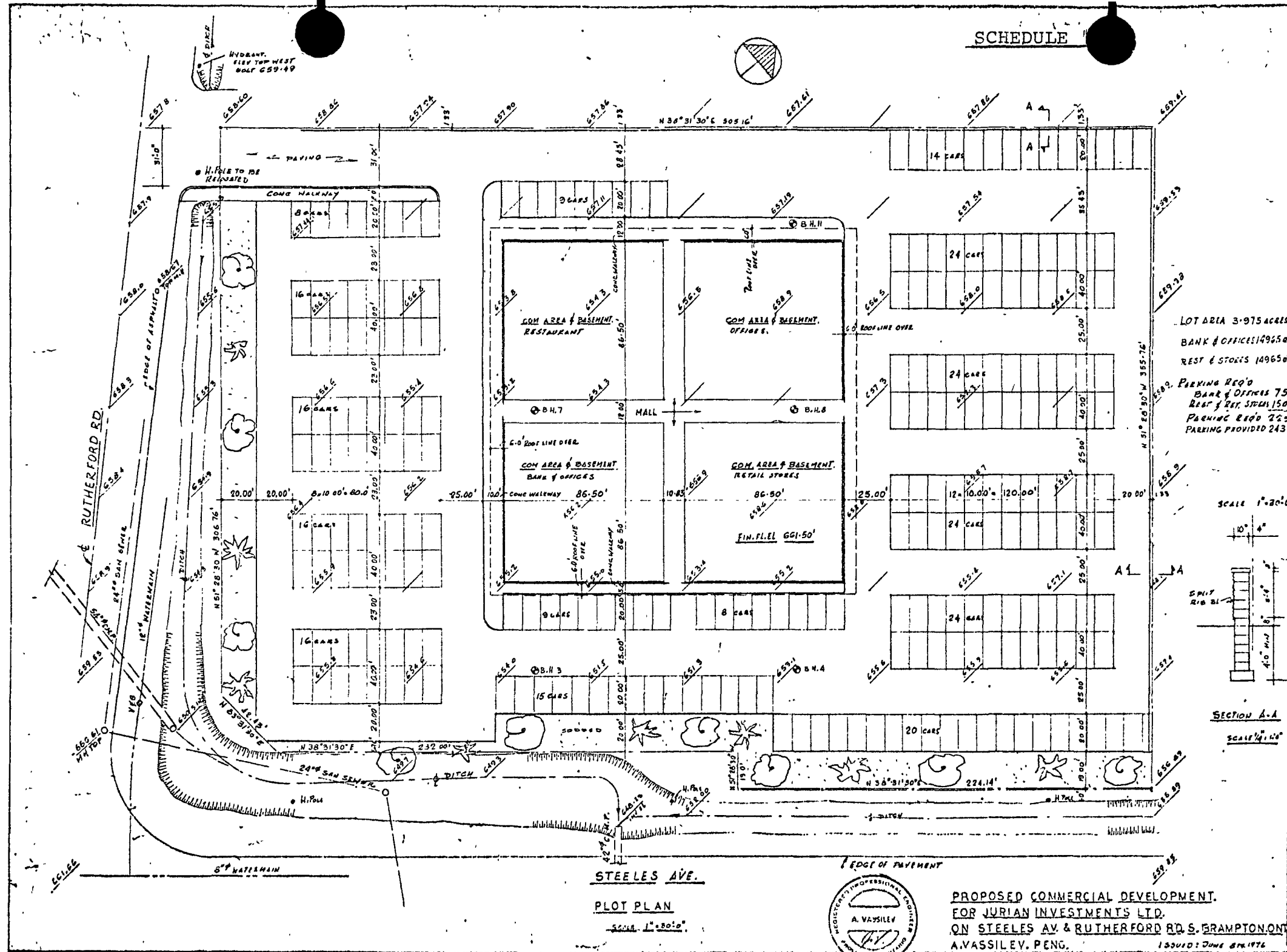
AUTHORIZATION BY-LAW
NUMBER **29-77**
PASSED BY THE REGIONAL
COUNCIL ON THE **10th**
DAY OF **MARCH**, 19 **77**

L. H. Van ...
CHAIRMAN
Richard H. West
CLERK.

THE TORONTO-DOMINION BANK

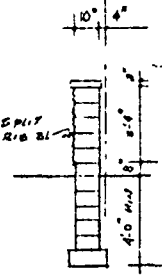
[Signature]
ASSISTANT GENERAL MANAGER

K
I.D. 2.
NO. **8368**
mm
LEGAL



LOT AREA 3.975 ACRES
 BANK & OFFICES 149650'
 REST & STORES 149650'
 PARKING REQ'D
 BANK & OFFICES 75'
 REST & RET. STORES 150'
 PARKING REQ'D 225'
 PARKING PROVIDED 243'

SCALE 1"=30'-0"

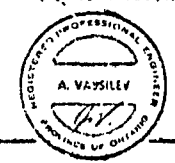


SECTION A-A

SCALE 1/4"=1'-0"

PLOT PLAN

SCALE 1"=30'-0"



PROPOSED COMMERCIAL DEVELOPMENT.
 FOR JURIAN INVESTMENTS LTD.
 ON STEEL'S AV. & RUTHERFORD RD. S. BRAMPTON, ONT.
 A. VASSILEY, P.E.N.G.
 ISSUED: JUNE 8TH 1976

560669

No.
Land Registry Division of Peel (No. 43)
I CERTIFY that this instrument is registered as
of

1980 OCT 8 PM 1 58 in the

Land Registry
Office at
Brampton,
Ontario.

D Cannon

LAND REGISTRAR

DATED *JANUARY 19 1977*

JURIAN INVESTMENTS LTD.

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

THE TORONTO-DOMINION BANK

A G R E E M E N T

~~Judith E. Hendy~~ *JOHN G. METRAS*
City Solicitor
City of Brampton
24 Queen Street East
Brampton, Ontario
L6V 1A4

SED February 14 19 77



BY-LAW

No. 29-77

A By-law to authorize the execution
of an Agreement between Bramalea Limited,
The Corporation of the City of Brampton,
The Regional Municipality of Peel and
The Bank of Nova Scotia.