

THE CORPORATION OF THE CITY OF BRAMPTON


BY-LAW NUMBER 50-75

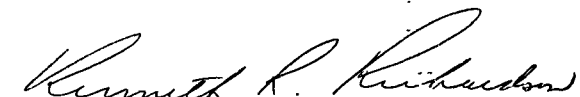
To authorize the execution of an agreement between the Corporation of the City of Brampton, Bramalea Consolidated Developments Limited and the Regional Municipality of Peel.

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 the Corporation of the City of Brampton, Bramalea Consolidated Developments Limited, and the Regional Municipality of Peel, in the form annexed hereto.

READ a FIRST, second and THIRD TIME and PASSED in OPEN COUNCIL
this 24th day of March, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

59613.

Reg'd Nov 24/75

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)

PLAN - 1 SECTION M-92
PLAN - 1 SECTION M-93.

of which BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 25th day of March 1975 made between BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED and 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 day of 1975.

THE CORPORATION OF THE CITY OF BRAMPTON
by its Solicitor

Judith E. Hendy

THIS AGREEMENT made this 25th day of March, 1975,

B E T W E E N:

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

(hereinafter called "Bramalea")

OF THE FIRST PART;

THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called the "City")

OF THE SECOND PART;

and -

THE REGIONAL MUNICIPALITY OF PEEL

(hereinafter called the "Region")

OF THE THIRD PART.

WHEREAS a Subdivision Agreement was executed on the 24th day of December, 1973 between Bramalea and The Corporation of the Township of Chinguacousy affecting lands set forth in a proposed plan of subdivision entitled "Residential #7" (hereinafter called the Agreement") which lands are more particularly described on Schedule "A" attached hereto (hereinafter called the "Lands");

AND WHEREAS the Agreement was amended by an agreement between the said parties dated the 24th day of December, 1973;

AND WHEREAS the Regional Municipality of Peel Act, 1973 enacted by the Legislature of Ontario incorporated and established the Region and annexed a portion of the Township of Chinguacousy including the lands to the City.

AND WHEREAS pursuant to the said Act, for the purpose of the Agreement, the Region stands in the place and stead of the Township of Chinguacousy in respect of water and sanitary sewage works and the City is responsible for the other services referred to in the Agreement;

AND WHEREAS an agreement between Bramalea and the Minister of Housing for the Province of Ontario is intended to be executed providing for development of the lands under the Ontario Housing Action Program;

AND WHEREAS the parties hereto have agreed to further amend the Agreement as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the City and the Region to Bramalea (the receipt whereof is hereby acknowledged) and in consideration of the premises and of the mutual covenants herein;

1. The parties hereto hereby confirm and agree to be bound by the provisions of the Agreement including all schedules thereto, except insofar as it or they are amended hereby.

2. The parties hereto agree that the Agreement is hereby amended by the addition of the following clauses;

(a) Bramalea hereby covenants and agrees that it will not make application for building permits for construction of residential dwelling units on the lands or on the lands shown on a proposed plan of subdivision entitled "Residential #8" described in an Agreement between the parties hereto dated and executed concurrently herewith in the years 1975, 1976 and 1977 in excess of the following:

| <u>YEAR</u> | <u>1975</u> | <u>1976</u> | <u>1977</u> |
|----------------------|-------------|-------------|-------------|
| Maximum No. of units | 800 | 900 | 600 |

Any building permits not applied for in any year may be applied for and granted in subsequent years. It is understood and agreed that building permits in addition to the above may be applied for and granted in any year with the approval of Council of the City.

(b) Bramalea agrees to pay Regional levies in the amount of \$390.00 per dwelling unit of single family, semi-detached; townhouse; and low-rise multiple type residential development and \$225.00 per dwelling unit in apartment type residential development 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.

In addition, Bramalea agrees to pay as a Regional levy in respect of sanitary sewage the sanitary sewage component of the development levies referred to in paragraph 24 of the Agreement and no payment to the City in respect thereof shall be required.

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 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 Bramalea or the City in respect of the lands.

(c) Bramalea hereby covenants and agrees to pay to the credit of the Region that portion of the Engineering fee as set out in paragraph 4 of the Agreement which is three percent (3%) of the cost of regional works except trunk watermains as estimated in the Agreement in Schedule "B" thereto.

The Region hereby confirms that no additional Engineering fees shall be required from Bramalea or the City in respect of the lands.

(d) The Parties hereby agree that no building permit shall be applied for, nor shall the City be required to grant any permit until such time as one or more agreements have been entered into between the Minister of Housing and Bramalea relating to the application of the Ontario Housing Action Program to the lands described in Schedule "A" and the construction and marketing of residential units under that program.

3. Bramalea and the Region hereby agree that Schedule "A" to the Agreement and the Specifications dated the 24th day of October, 1973 referred to therein are hereby amended in accordance with

Schedule "B" attached hereto in respect of sanitary sewage and water works.

4. Bramalea and the City hereby agree that Schedule "A" to the Agreement and the Specifications dated the 24th day of October, 1973 referred to therein, are hereby amended in respect of storm drainage works in accordance with Schedule "C" attached hereto.
5. Bramalea agrees to divide the security required by paragraph 20 of the Agreement between the City and the Region in amounts bearing direct relationship to the cost of the City works and the Regional works as estimated in Schedule "B" thereto. The parties hereto agree that such security may at the option of Bramalea be in the form of two letters of credit or two bonds in form acceptable to the City Solicitor or the Regional Solicitor as the case may be.
6. The City and the Region hereby covenant and agree upon execution of this agreement and subject to verification that all relevant documentation is complete to advise the Minister of Housing that the conditions applying to the draft approval file number 21T-22983 have been satisfied to their satisfaction.
7. This agreement shall enure to the benefit of and be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Owner and Corporation and Mortgagee have hereunto affixed their corporate seal under the hands of their proper

officers duly authorized in that behalf on the date and year first above written.

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

per Monsieur

per James Field

THE CORPORATION OF THE CITY OF BRAMPTON

per James E. Archibald

per Kenneth R. Richardson

THE REGIONAL MUNICIPALITY OF PEEL

per ~~James E. Archibald~~

per Richard K. West
ACTING CHAIRMAN
CLERK

| |
|---------------------------------|
| AUTHORIZATION BY-LAW |
| NUMBER 40-75 |
| PASSED BY THE REGIONAL |
| COUNCIL ON THE 27 th |
| DAY OF March, 19 75 |

Description of Part of Lot 6,
Concession 3, East of Hurontario Street,
Township of Chinguacousy, Block C,
Part of Hillside Drive and Part of Block F
according to Registered Plan No. 717

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Chinguacousy, in the County of Peel, and Province of Ontario, and being composed of Part of Lot 6, Concession 3, East of Hurontario Street, in the said Township; Block C, Part of Hillside Drive, and Part of Block F, all according to a Plan registered in the Registry Office for the Registry Division of Peel as No. 717, the boundaries of the said lands being described as follows:

PREMISING that all bearings herein are astronomic and are derived from the northwesterly limit of Part 6 shown on a Plan deposited in the said Registry Office as No. RD-139;

FIRSTLY: Part of the East Half of Lot 6, Concession 3, East of Hurontario Street, described as follows:

COMMENCING at the easterly angle of Lot 92 according to the said Registered Plan No. 717;

THENCE South 67 degrees, 59 minutes, 00 seconds East along the southerly limit of Hillside Drive, 139.75 feet more or less to a survey monument marking the beginning of a curve therein;

THENCE Northeasterly along a southeasterly limit of Hillside Drive, being along a curve to the left having a radius of 376.00 feet, an arc distance of 254.55 feet to a point, the chord of the said arc having a length of 249.72 feet measured on a course of South 87 degrees, 22 minutes, 50 seconds East;

THENCE South 23 degrees, 57 minutes, 30 seconds East 40.00 feet;

THENCE Southerly along a curve to the right having a radius of 290.00 feet, an arc distance of 233.40 feet, chord of the said arc having a length of 227.15 feet, measured on a course of South 09 degrees, 58 minutes, 00 seconds West;

THENCE South 51 degrees, 23 minutes, 00 seconds East 310.00 feet more or less to its intersection with the northwesterly limit of Part 9 according to a Plan registered in the said Registry Office as No. 90344 V.S.;

THENCE South 38 degrees, 37 minutes, 00 seconds West along the northwesterly limit of Part 9 and continuing along a northwesterly limit of Part 10 according to the said Plan 90344 V.S., 308.08 feet to a survey monument;

THENCE South 44 degrees, 05 minutes, 30 seconds East 100.05 feet to a survey monument marking the northerly angle of Part 6 according to Deposited Plan RD-139;

THENCE South 35 degrees, 47 minutes, 20 seconds West along the northwesterly limit of Part 6 aforesaid, 372.56 feet to an angle therein;

THENCE South 38 degrees, 38 minutes, 30 seconds West continuing along the northwesterly limit of Part 6 according to Plan RD-139, 620.00 feet to a survey monument;

THENCE South 51 degrees, 21 minutes, 30 seconds East 10.00 feet;

THENCE South 38 degrees, 38 minutes, 30 seconds West 325.00 feet to a survey monument;

THENCE North 51 degrees, 21 minutes, 30 seconds West 780.00 feet to a survey monument;

THENCE Northeasterly on a curve to the right of radius 1,000.00 feet, an arc distance of 392.83 feet more or less to a survey monument, the chord of the said arc having a length of 390.31 feet measured on a course of North 50 degrees, 17 minutes, 20 seconds East;

THENCE North 26 degrees, 50 minutes, 30 seconds West 295.00 feet more or less to a survey monument marking the southerly angle of Lot 80 according to the said Registered Plan 717;

THENCE North 41 degrees, 10 minutes, 00 seconds East along the southeasterly limit of lands shown on said Plan No. 717, 1,165.14 feet more or less to the point of commencement.

SECONDLY: All of Block C, and Part of Hillside Drive, according to the said Registered Plan No. 717;

COMMENCING at the most easterly angle of the said Block C;

THENCE North 44 degrees, 05 minutes, 40 seconds West along the northeasterly limit of the said Block C, a distance of 443.37 feet more or less to the most northerly angle thereof;

THENCE South 22 degrees, 01 minute West, along the northwesterly limit of said Block C, a distance of 380.02 feet more or less to the most westerly angle thereof;

THENCE South 67 degrees, 59 minutes, 00 seconds East along the southerly limit of said Block C, being the northerly limit of Hillside Drive, a distance of 114.42 feet to a point of curve therein;

THENCE Southerly and easterly continuing along the said southerly limit of Block C and the northerly limit of Hillside Drive, being a curve to the left having a radius of 310.00 feet, an arc distance of 351.55 feet to the end of said curve, the chord of the said arc having a length of 333.01 feet measured on a course of North 79 degrees, 31 minutes, 45 seconds East;

THENCE North 47 degrees, 02 minutes, 30 seconds East continuing along the said northerly limit of Hillside Drive, a distance of 23.84 feet more or less to the point of commencement;

THIRDLY: Part of Block F according to said Registered Plan No. 717, described as follows:

COMMENCING at a point in the northerly limit of said Block F, where the same is intersected by the southwesterly limit of Part 5 according to a Plan deposited in the said Registry Office as No. RD-139 and which said point is distant 27.00 feet measured southwesterly along the said northwesterly limit of Block F, from the northerly angle thereof;

THENCE South 47 degrees, 02 minutes, 30 seconds West along the northwesterly limit of Block F, 214.59 feet to the westerly angle of said Block F;

THENCE Southeasterly along a curve to the right having a radius of 61.00 feet, being along the southwesterly limit of said Block F, an arc distance of 69.73 feet more or less to the southerly angle of said Block F, the chord of the said arc having a length of 66.00 feet measured on a course of South 42 degrees, 57 minutes, 30 seconds East;

THENCE North 47 degrees, 02 minutes, 30 seconds East along a southeasterly limit of said Block F, 185.90 feet more or less to a survey monument marking an angle therein;

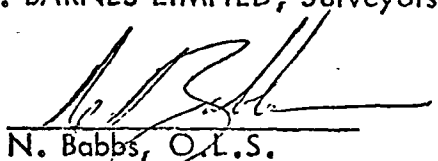
THENCE South 88 degrees, 31 minutes, East along the southerly limit of Block F, 42.84 feet to a monument marking an angle therein;

THENCE North 44 degrees, 05 minutes, 30 seconds West 96.02 feet more or less to the point of commencement.

Prepared by: J. D. BARNES LIMITED, Surveyors

March 27, 1973

Certified Correct:


N. Babbs, O.L.S.

Description of Part of Lot 7,
Concession 3, East of Hurontario Street,
Township of Chinguacousy

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Chinguacousy, in the County of Peel and Province of Ontario, containing by admeasurement an area of 71.861 acres be the same more or less and being composed of Part of Lot 7, in Concession 3, East of Hurontario Street, in the said Township, the boundaries of the said lands being described as follows:

PREMISING all bearings herein are astronomic and derived from the North 38 degrees, 38 minutes, 30 seconds East of the northwesterly limit of Part 6 according to a Plan deposited in the Land Registry Office for the Registry Division of Peel as No. RD-139;

COMMENCING at a point in the northwesterly limit of said Lot 7 distant 575.69 feet measured on a course South 38 degrees, 54 minutes, 10 seconds West therealong from the northerly angle of said Lot 7;

THENCE South 40 degrees, 52 minutes, 40 seconds East along the northeasterly limits of lands described in an Instrument registered in the Registry Office as No. 137600 VS, 1,037.05 feet more or less to a survey monument found marking an angle therein;

THENCE South 38 degrees, 14 minutes, 50 seconds East continuing along the said northeasterly limit, 850.56 feet to a survey monument found marking an angle therein;

THENCE South 44 degrees, 12 minutes, 20 seconds East continuing along said northeasterly limit, 141.58 feet more or less to a survey monument planted in the southeasterly limit of said Lot 7;

THENCE South 41 degrees, 12 minutes, 10 seconds West along the southeasterly limit of Lot 7, 74.64 feet to a monument found marking an angle therein;

THENCE South 39 degrees, 17 minutes, 50 seconds West continuing along said southeasterly limit of Lot 7, 394.66 feet to a survey monument found marking an angle therein;

THENCE South 42 degrees, 11 minutes, 30 seconds West continuing along said southeasterly limit of Lot 7, 61.78 feet more or less to a survey monument found marking an angle therein;

THENCE South 39 degrees, 28 minutes, 30 seconds West continuing along said southeasterly limit of Lot 7, 240.01 feet to a survey monument found marking an angle therein;

THENCE South 40 degrees, 57 minutes, 40 seconds West continuing along said southeasterly limit of Lot 7, 385.77 feet to a survey monument found marking an angle therein;

THENCE South 41 degrees, 43 minutes, 50 seconds West continuing along said southeasterly limit of Lot 7, 329.63 feet to a survey monument therein;

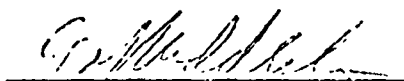
THENCE North 45 degrees, 01 minute, 50 seconds West along a line between the northeast and southwest halves of said Lot 7, 1,959.82 feet more or less to a survey monument planted in the northwesterly limit of said Lot 7;

THENCE North 38 degrees, 54 minutes, 10 seconds East along the said northwesterly limit of said Lot 7, 1,668.62 feet more or less to the point of commencement.

Prepared by: J. D. BARNES LIMITED, Surveyors

April 12, 1973

Certified Correct:


J. A. Middleton, O.L.S.

Description of Part of Lot 8,
Concession 3, East of Hurontario Street,
Township of Chinguacousy

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Township of Chinguacousy, in the County of Peel, in the Province of Ontario, containing by admeasurement an area of 102.941 acres be the same more or less, and being composed of Part of Lot 8, Concession 3, East of Hurontario Street, in the said Township, the boundaries of the said lands being described as follows:

PREMISING that all bearings herein are astronomic and are derived from the North 38 degrees, 38 minutes, 30 seconds East of the northwesterly limit of Part 6 according to a Plan deposited in the Registry Office for the Registry Division of Peel as RD-139;

COMMENCING at a survey monument marking the easterly angle of said Lot 8;

THENCE South 38 degrees, 54 minutes, 10 seconds West along the southeasterly limit of said Lot 8, 2,244.31 feet more or less to a survey monument planted;

THENCE North 42 degrees, 19 minutes, 10 seconds West 1,001.78 feet to a point;

THENCE North 42 degrees, 30 minutes, 00 seconds West 4.02 feet to a survey monument found planted;

THENCE North 44 degrees, 40 minutes, 20 seconds West 1,012.14 feet more or less to a survey monument planted in the northwesterly limit of said Lot 8;

THENCE North 38 degrees, 58 minutes, 20 seconds East along the said northwesterly limit of Lot 8, 2,220.23 feet more or less to the northerly angle of said Lot 8;


THENCE South 44 degrees, 10 minutes, 10 seconds East along the northeasterly limit of Lot 8, 2,007.05 feet more or less to a survey monument marking an angle therein;

THENCE South 44 degrees, 05 minutes, 30 seconds East continuing along the northeasterly limit of said Lot 8, 4.84 feet more or less to the point of commencement.

March 7, 1972

Prepared by: J. D. BARNES LIMITED, Surveyors

Certified Correct:


J. A. Middleton, O.L.S.

SCHEDULE B

Amended engineering specifications for residential areas
7, 8 and 10 for the Regional Municipality of Peel.

1. Sanitary Sewers

- (a) Minimum pipe size - 8" diameter.
The pipe size must be proven in design.
- (b) Minimum manhole size - 48".
- (c) Maximum manhole spacing - 500 ft.
- (d) Curvilinear sewers will be allowed.
- (e) The City of Brampton will be responsible for
the actual location of the sanitary sewers in
the road allowance.
- (f) Minimum Service Connection Size - 4" for single
and 5" for double.
- (g) Drops in Manholes - permissible up to 3 ft. without
a drop connection.
- (h) Concrete cradles will be required at the pipe
entering and leaving the manholes.
- (i) Weeping tiles will not be permitted to be connected
to the sanitary sewer.

2. Water Mains

- (a) Material for pipes - 6"-12" in diameter. It is
recommended that ductile class 2 be used and
that no bedding will be required.
- (b) Minimum cover - 5'6" - required to the top of pipe.
- (c) 2" copper water mains to be allowed on cul-de-sacs.
- (d) Hydrant spacing - 500' in residential areas.
- (e) Valve chambers will be required for valves 12" and
over. However, if valves are located beneath
pavement or sidewalk, then valve chambers will be
required.
- (f) 1" double service connections will be allowed.
- (g) Copper Service Connection material will be required.
- (h) Stainless steel rods will be required for the curb stops.

SCHEDULE "C"

Amended Engineering Specifications of Storm Drainage for Residential Areas 7, 8, and 10 for the Corporation of the City of Brampton.

- A. Bramalea shall elect from one or more of the following(4) minimum standards for the design and construction of the storm drainage system for any part or parts or the whole of the plan.

Minimum Standard No. 1

10 - year Mississauga standard plus adequate provision for continuous overland drainage for roads.

OR

Minimum Standard No. 2

25 - year return storm design where continuous overland road drainage is not possible or special circumstances for certain type of development exists such as shopping centres or high density development.

OR

Minimum Standard No. 3

Under special conditions where the only outlet available for the storm sewer system (such as a watercourse channel or existing pipe outlet) does not have adequate depth to serve system and provide a gravity flow for weeping tiles.

A 2 - year storm design is acceptable with sump pumps mandatory and connections provided to each lot plus adequate provision for continuous overland drainage for roads.

OR

Minimum Standard No. 4

Where a separate collection system is installed for weeping tiles a 2 - year storm design plus adequate provision for overland drainage of roads.

- B. In all cases it is mandatory that the storm sewer be at least deep enough on the street so that any lot can be adequately served and can be drained to a sewer if necessary at any time. Special circumstances such as ravine lots may be exempt. In all cases the sewer will be extended to the ends of the streets within the plan.
- C. All other conditions and specifications of the Agreement shall remain in full force and effect.