



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

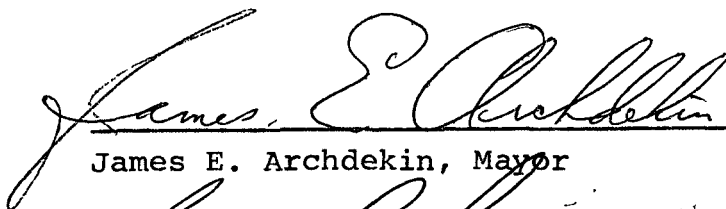
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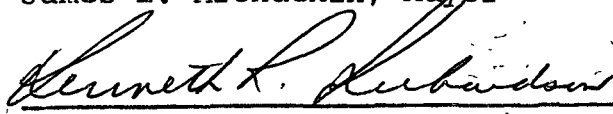
A By-law to authorize the execution of an Agreement between Tip Top Construction Limited and Flowertown Shopping Centre Limited, both corporations duly incorporated under the laws of the Province of Ontario carrying on business under the firm name and style of Darcel Construction Company, The Corporation of the City of Brampton, The Regional Municipality of Peel and Deltan Realty Limited

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 Tip Top Construction Limited and Flowertown Shopping Centre Limited, both corporations duly incorporated under the laws of the Province of Ontario carrying on business under the firm name and style of Darcel Construction Company, The Corporation of the City of Brampton, The Regional Municipality of Peel and Deltan Realty Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in  
Open Council this 25th day of April, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

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) *Block A, Plan M-76* of which TIP TOP CONSTRUCTION LIMITED and FLOWERTOWN SHOPPING CENTRE LIMITED, c.o.b. DARCEL CONSTRUCTION COMPANY 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 April, 1977 made between TIP TOP CONSTRUCTION LIMITED and FLOWERTOWN SHOPPING CENTRE LIMITED, carrying on business under the firm name and style of DARCEL CONSTRUCTION COMPANY, THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL, and DELTAN REALTY LIMITED.

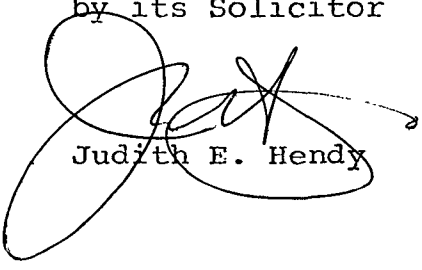
The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this *12<sup>th</sup>* day of July 1977.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

  
Judith E. Hendy

*Registered but without schedule 'A' attached.*

U N D E R T A K I N G

TO: THE CORPORATION OF THE CITY OF BRAMPTON

re: Block A, Plan M-76, Brampton

WHEREAS Tip Top Construction Limited and Flowertown Shopping Centre Limited carrying on business under the firm name and style of Darcel Construction Company (hereinafter called "Darcel") is the owner of certain lands and premises in the City of Brampton, in the Regional Municipality of Peel and being composed of the whole of Block A, Plan M-76 (hereinafter called the "Lands");

AND WHEREAS the purchaser wishes to construct on the Lands two condominium projects which condominium projects are referred to in a development agreement affecting the Lands made between Darcel, The Corporation of the City of Brampton (hereinafter called the "City") and The Regional Municipality of Peel (hereinafter called the Development Agreement);

AND WHEREAS the City agreed to enter into the Development Agreement on the basis that the within undertaking would be given by Darcel:

NOW THEREFORE WITNESSETH that in consideration of the City entering into the Development Agreement and issuing building permits for the construction of two condominium projects on the Lands Darcel hereby covenants and undertakes that the recreation centre to be constructed by Darcel on the Lands will be set up with a Board of Management having equal representation from each of the condominium corporations notwithstanding that the two condominium projects may not be equal in size.

DATED this 9th day of May, 1977.

TIP TOP CONSTRUCTION LIMITED

per: [Signature] c/s

FLOWERTOWN SHOPPING CENTRE LIMITED

per: [Signature] c/s

MEMORANDUM OF AGREEMENT made in duplicate this 25<sup>th</sup>  
day of APRIL, 1977.

TIP TOP CONSTRUCTION LIMITED and FLOWERTOWN  
B E T W E E N SHOPPING CENTRE LIMITED, both corporations duly  
incorporated under the laws of the Province of Ontario,  
carrying on business under the firm name and style of  
DARCEL CONSTRUCTION COMPANY

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

OF THE THIRD PART

DELTAN REALTY LIMITED, a Corporation duly  
A N D incorporated under the laws of the Province  
of Ontario

OF THE FOURTH PART

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 Darcel Construction Company 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 on the easterly side of Dixie Road in the City of Brampton and more particularly described as Block "A", according to Registered Plan M-76 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

Site  
Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. The Owner shall restrict the means of vehicular 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, driveways 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 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.

Ingress  
and  
egress

4. Access The Owner shall use only such locations for access for construction purposes as the ~~City~~ Regional Engineer may approve.

5. Clean Site 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 Regional ~~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~~ Regional Engineer may cause such work to be done either by the ~~City's~~ Region'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 ~~City~~ Regional Engineer.

6. Construction 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. 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 landscaping 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, 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. 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.

Fencing

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.

OTHER APPROVALS

Regional  
services

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.  
Hydro  
services

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.  
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. 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. The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under two condominium corporations. 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 corporations which by-laws and declarations 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".

The Owner also agrees that the recreational facilities indicated on Schedule "A" to this agreement shall be organized with both condominium corporations having proportional interests therein and all condominium unit owners within the condominiums having equal rights to use the recreational facilities.

17. 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 in accordance with specifications to be approved by the City Engineer.

18. The Owner agrees to convey to the Regional Municipality of Peel a one foot reserve along the westerly boundary of the lands shown on Schedule "A" abutting Dixie Road except in the locations of approved access points. The said one foot reserves shall be conveyed at no cost to the Regional Municipality of Peel and the Owner shall bear the cost of any necessary surveys, reference plans, deed preparation, and registration and the deeds for the said one foot reserves

16.

Condo-  
miniums

17.

Street  
name  
signs

18.

One foot  
Reserves

shall be provided to the Regional Municipality of Peel prior to the issuance of any building permits for any buildings on the lands shown on Schedule "A" annexed hereto.

19.  
By-laws

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.

20.  
Agreement  
binding

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.

21.  
Successors and  
assigns

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.

22.  
Mort-  
gages

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.

DARCEL CONSTRUCTION COMPANY  
FLOWERTOWN SHOPPING CENTRE LIMITED

*per [Signature]*  
TIP TOP CONSTRUCTION LIMITED

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 98-77  
PASSED BY THE REGIONAL  
COUNCIL ON THE 23rd  
DAY OF June 1977

*[Signature]*  
Acting Chairman  
*[Signature]*  
Richard H. Frost  
Clerk

DELTAN REALTY LIMITED

*[Signature]*

BY-LAW 88-77 AMENDED BY BY-LAW 39-78

DATED:

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DARCEL CONSTRUCTION COMPANY  
FLOWERTOWN SHOPPING CENTRE LIMITED  
TIP TOP CONSTRUCTION LIMITED  
AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

DELTAN REALTY LIMITED

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A G R E E M E N T

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JUDITH E. HENDY,  
City Solicitor,  
City of Brampton,  
24 Queen Street East,  
Brampton, Ontario.  
L6V 1A4

JULY 14/77  
130646  
10:54 AM  
10.00

# PLAN OF SUBDIVISION OF PART OF LOT 3 CONCESSION I WEST OF HURONTARIO STREET CITY OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL

Scale 1:100  
HJR:mh:OLS:197

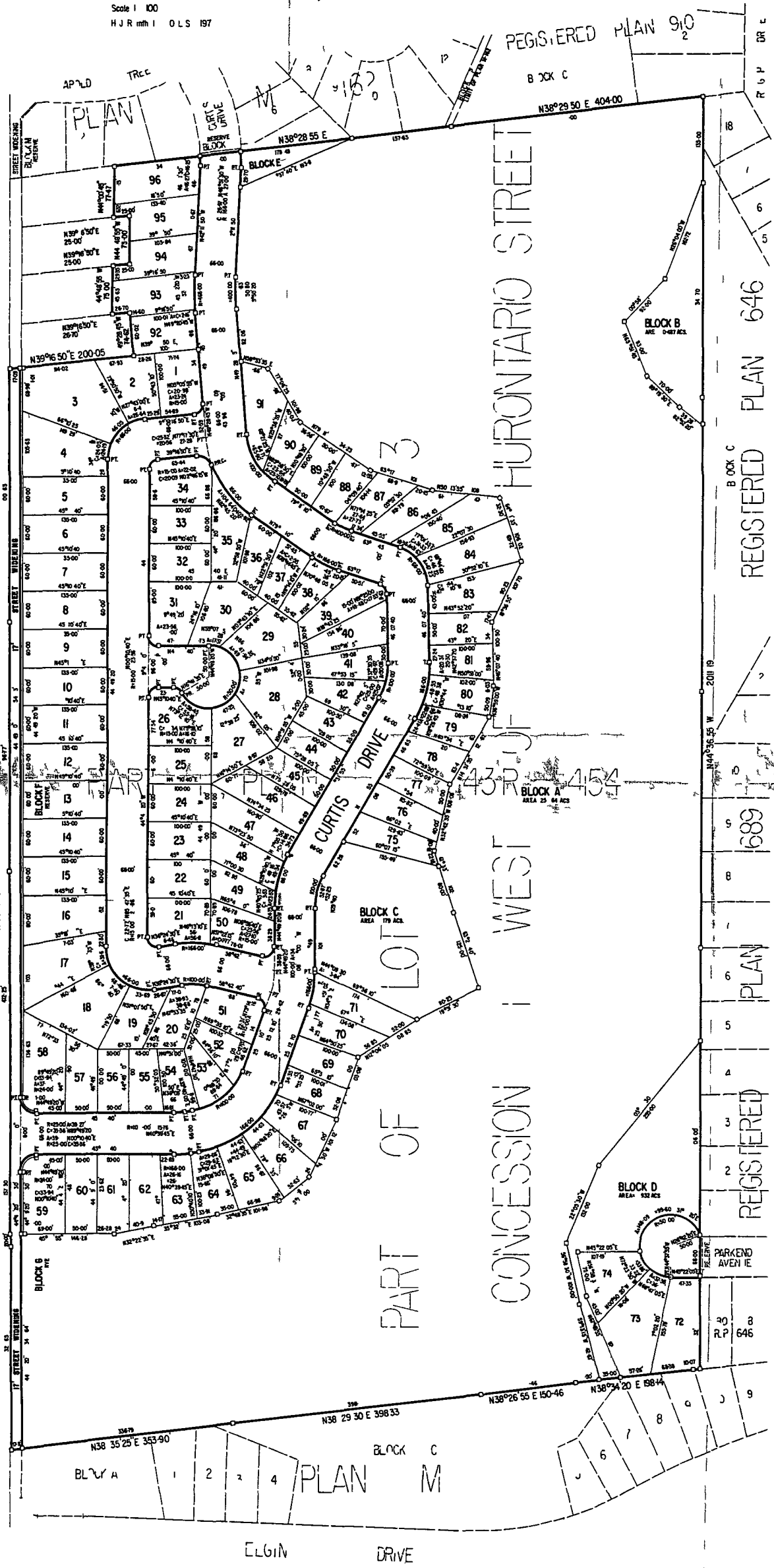
M-  
APPROVED FOR REGISTRATION

EXAMINER OF SURVEY \_\_\_\_\_

PLAN M \_\_\_\_\_ REGISTERED \_\_\_\_\_  
AND ENTERED ON PARCEL \_\_\_\_\_  
SECTION \_\_\_\_\_

LAND REGISTRAR \_\_\_\_\_

CERTIFICATES, CONSENTS AND DEDICATION ARE FILED UNDER NO. \_\_\_\_\_ IN THE LAND REGISTRY OFFICE (N<sup>o</sup> 43) AT BRAMPTON



### SURVEYOR'S CERTIFICATE

- I HEREBY CERTIFY
- THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
- THAT I WAS PRESENT AT AND DID PERSONALLY SUPERVISE THE SURVEY REPRESENTED BY THIS PLAN.
- THAT THIS PLAN CONTAINS A TRUE COPY OF THE FIELD NOTES OF SURVEY.
- THAT THE SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 1977.

DATE JAN 17 1977  
H. J. REINTHALER  
ONTARIO LAND SURVEYOR

### NOTE

THE N 44 49 20 W OF THE EASTERLY LIMIT OF McLAUGHLIN ROAD ASSUMED TO BE ASTRONOMIC GOVERNS ALL BEARINGS SHOWN HEREON

DNOTES STANDARD IRON BAR (1 SQUARE BY 48 LONG)  
DENOTES IRON BAR (5/8 SQUARE BY 24 LONG)  
FD DENOTES FOUND

### OWNER'S CERTIFICATE

LOTS 1 TO \_\_\_\_\_

OWNER  
ENDCLIFFE CONSTRUCTION COMPANY LIMITED

\_\_\_\_\_ M. TESSLER

PASSED April 25 19 77

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# BY-LAW

No 88 - 77

A By-law to authorize the execution of an Agreement between Tip Top Construction Limited and Flowertown Shopping Centre Limited, both corporations duly incorporated under the laws of the Province of Ontario carrying on business under the firm name and style of Darcel Construction Company, The Corporation of the City of Brampton, The Regional Municipality of Peel and Deltan Realty Limited