



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 136-84

To authorize the execution of an agreement between Robert William Brandon Crawford, The Corporation of the City of Brampton, and Farm Credit Corporation

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated June 11th, 1984 between Robert William Brandon Crawford, Farm Credit Corporation and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of June , 1984.

KENNETH G. WHILLANS

MAYOR

RALPH A. EVERETT

CLERK

MEMORANDUM OF AGREEMENT made in duplicate
this 11th day of June, 1984.

B E T W E E N :

ROBERT WILLIAM BRANDON CRAWFORD, Agrolgist,
in the City of Brampton in The Regional
Municipality of Peel

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

FARM CREDIT CORPORATION

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the
owner of the lands more particularly described in
Schedule A annexed hereto (herein called "the lands"),
and further warrants that the Mortgagees are the only
mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the
lands and the City is of the opinion that this
development 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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 50-82 passed pursuant to section 40 of the Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the lands, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1. For the purposes of this agreement, the 'works'
Works shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the 'site plan') and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D

Approved
Site
Plan

attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3. Commissioner of Public Works

For the purposes of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works for the City of Brampton.

4. Ingress & Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted or gravelled in accordance with the approved plans referred to in this agreement.

5. Access

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6. Clean Site

During construction, 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 mud. The Commissioner of Public Works may give the Owner twenty-four hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality'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 Commissioner.

7. 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.

All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

Storm Drainage

The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the

lands, including the roof water from the buildings, will be directed and managed in the manner shown on the approved plans referred to in Schedule B attached hereto at such time as a drainage plan is required to be approved pursuant to this agreement.

9. The Owner shall, at its own expense:

Approved
Plans

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on plans for these works which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement, and the Commissioner of Planning and Development as the case may be, all of which plans are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan when approved shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10. If, in the opinion of the Commissioner of

Addi-
tional
works

Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.

Existing
Trees

All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction in accordance with City specifications. No existing trees other than those presently approved for removal in accordance with the approved landscape plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.

Occupancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the lands until the 'basic services'.

(hereinafter defined as internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing) and off street vehicular loading and parking areas, access ramps and driveways, complete with curbs and asphalt, are available to service the building and the Commissioner of Buildings and By-law Enforcement has confirmed 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 Commissioner of Public Works may, in his sole discretion, upon request from the Owner, authorize the Commissioner of Buildings and By-law Enforcement to issue occupancy permits prior to the completion of the off street vehicular loading and parking areas and access ramps and driveways provided that the Commissioner of Buildings and By-law Enforcement is satisfied that all other requirements for an occupancy permit have been complied with.

13.
Landscaping
and
Fencing .

13.1 The Commissioner of Planning and Development, may in his sole discretion, not require the landscape plan required by this agreement to be approved prior to the issue of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted and approved by the Commissioner of Planning and Development prior to the issue of an occupancy permit for any building or parts thereof as shown on the site plan. The Owner covenants that it will not permit the occupancy of any building or parts thereof as shown on the site plan prior to the issue of an occupancy permit as required by the City's by-laws and the Owner further acknowledges that this occupancy permit will not be issued until the landscape plan is approved.

13.2 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape plan referred to in Schedule B attached hereto, or shall be shown on the landscape plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14. Regional Services The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel that the Owner has made satisfactory arrangements with The Regional Municipality of Peel for the provision to the lands of all services under the jurisdiction of The Regional Municipality of Peel.

15. Hydro Services The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16. 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 a building permit is issued.

17. Security 17.1 Prior to the issuance of any building permits, the Owner shall deposit as a performance guarantee, a sufficient sum in the form of a cash deposit or letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the 'security') in the amount of one hundred per cent (100%) of the cost of:

17.1.1 all the works required by this agreement to be constructed on public lands.

Security Required: \$ NIL

17.1.2 all landscaping fencing shown on the approved landscape plan.

Security Required: \$ NIL

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all

internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas. Security Required: \$ NIL

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The City agrees to reduce from time to time, the amount of the security by an amount equal to ninety per cent (90%) of the value of the works for which security was deposited which the Commissioner of Public Works and the Commissioner of Planning and Development has certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security

is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any

work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

GENERAL

18. Conveyances

The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

19. Glare

All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.

20. Snow Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

21. By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

22. Lands Affected

The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

23.

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 proceeding.

24.

Cost of
Registration

The Owner and the Mortgagee consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

Mortgagees

25. The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event the lands become vested in the said Mortgagees or any of them:

25.1 and in the event the Mortgagees or any of them elect to complete the development of the lands in accordance with the site plan and the provisions of this agreement, they shall be required to comply with the terms herein to the same extent as if they had joined as owners, or

25.2 in the event the Mortgagees or any of them elect not to complete the development, they shall restore all lands owned by the City on which work has been performed pursuant to this agreement to a condition satisfactory to the Commissioner of Public Works and they further agree that any further development of the lands shall be subject to the provisions of By-law 275-79 of the City.

Successors
& Assigns

26. 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 and/or The Regional Municipality of Peel.

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.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

ROBERT WILLIAM BRANDON CRAWFORD

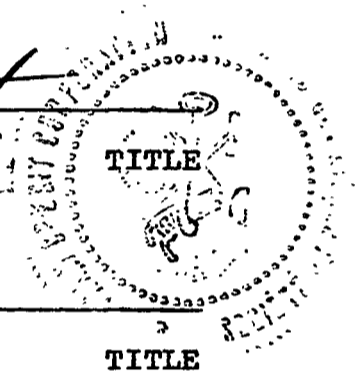
Patricia Robertson

RWB Crawford

FARM CREDIT CORPORATION

L. Séguin

[Signature]
Securities Officer



TITLE

AUTHORIZATION BY-LAW	
NUMBER	<u>136-84</u>
PASSED BY CITY	
COUNCIL ON THE	<u>11th</u>
DAY OF	<u>June</u> 19 <u>84</u>

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

KENNETH G. WHILLANS MAYOR

[Signature]

RALPH A. EVERETT CLERK