



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 171-79

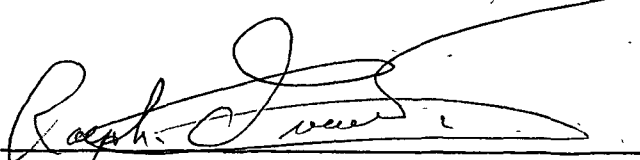
A By-law to authorize the execution of an Agreement between Penrick Investments Limited, The Corporation of the City of Brampton and Peel Elder Developments Limited.

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 Penrick Investments Limited, The Corporation of the City of Brampton and Peel Elder Developments Limited, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 19th day of July, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 19th day of July, 1979.

B E T W E E N :

PENRICK INVESTMENTS LIMITED

hereinafter called 'PENRICK'

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

PEEL-ELDER DEVELOPMENTS LIMITED

hereinafter called the 'Mortgagee'

OF THE THIRD PART

WHEREAS Penrick is the Owner of lands situate in the City of Brampton in The Regional Municipality of Peel and shown as Parcels 1, 2, 3 and 4 on Schedule 'A' attached hereto, which Parcels are more particularly described respectively as Parcels 1, 2, 3 and 4 on Schedule 'B' attached hereto;

AND WHEREAS the Mortgagee is the only mortgagee of Parcels 1, 2, 3 and 4;

AND WHEREAS Penrick has submitted to The Regional Municipality of Peel for approval draft plans of subdivision which are attached hereto as Schedule 'C-1', 'C-2', and 'C-3' for the development of Parcels 1, 3 and 4 for residential purposes;

AND WHEREAS Penrick has made application to the City for an amendment to the City's restricted area by-law to permit the development of Parcel 2 for one thousand, one hundred and ten (1,110) apartment dwelling units situate in four (4) apartment towers;

AND WHEREAS Parcel 4 is presently subject to the controls imposed by The Parkway Belt Planning and Development Act and Regulations thereto (herein called the 'controls') which controls must be removed prior to the development of this Parcel for residential purposes;

AND WHEREAS Penrick is presently operating an existing golf course known as The Peel Village Golf Course which is situate on Parcel 4;

AND WHEREAS the City has agreed:

- (a) to recommend to The Regional Municipality of Peel, approval of the draft plans of subdivision for Parcels 1 and 3 subject to the conditions contained in Schedule 'D' attached hereto;
- (b) to amend its restricted area by-law to permit the development of Parcel 2 for high density apartment use subject to the provisions of a development agreement satisfactory to the City; and
- (c) to support in principle the development of the tableland portion of Parcel 4 for single family residential purposes;

AND WHEREAS this agreement is entered into for the purpose of providing for matters related to the development of Parcels 1, 2, 3 and 4.

NOW THEREFORE THIS AGREEMENT WITNESSETH that
in consideration of the covenants herein contained and
in consideration of the City:

- (a) recommending approval of the draft plans of subdivision with respect to Parcels 1 and 3;
- (b) amending its restricted area by-laws to permit the development of Parcel 2 for high density apartment use; and
- (c) supporting in principle the development of the tableland portion of Parcel 4 for single family residential purposes,

the parties hereto agree with each other as follows:

Penrick shall:

- 1. (a) within thirty (30) days after the execution of this agreement, convey to the City at no expense to the City and free of all encumbrances that part of Parcel 3 shown on the draft plan of subdivision attached hereto as Schedule 'C-2' which is intended to be a portion of the future public highway known as Charolais Boulevard, including daylighting triangle at McLaughlin Road South.
- (b) be responsible for:
 - (i) fifty (50) per cent of the cost of all road works (including four lanes of pavement); and
 - (ii) forty-nine point four (49.4) per cent of the cost of all other municipal services other than road works, on Charolais Boulevard from McMurphy Avenue to McLaughlin Road. Penrick agrees that the subdivision agreement required as a condition of

the registration of the plan of subdivision for Parcel 3 shall contain provisions to this effect in a form satisfactory to the City;

- (c) within thirty (30) days after the execution of this agreement, make whatever applications are necessary to remove Parcel 4 from the controls and commence negotiations with the Ministry of Government Services to acquire from the Ministry of Government Services, the lands adjacent to Parcel 4, which lands are more particularly shown in heavy dots on Schedule E attached hereto (herein called the Government land);
- (d) as soon as reasonably possible after the execution of this agreement, take all necessary steps to obtain draft plan approval from The Regional Municipality of Peel with respect to the draft plans of subdivision for Parcels 1 and 3 as approved and recommended by the City and upon obtaining draft plan approval for Parcels 1 and 3, to proceed expeditiously to satisfy the conditions of draft approval, register the final plans of subdivision for Parcels 1 and 3, and convey to the City all the lands referred to in the City's conditions for approval of the draft plans as set out in Schedule 'D' attached hereto; and
- (e) proceed to develop Parcel 2 in accordance with the provisions of the development agreement for this Parcel and the provisions of this agreement.

2. The City shall:

- (a) within thirty (30) days after the execution of this agreement, recommend to The Regional Municipality of Peel that the draft plans of

subdivision for Parcels 1 and 3 be approved, subject to the conditions contained in Schedule 'D' attached hereto and pass a restricted area by-law to provide for the development of Parcel 2 as a high density rental apartment project consisting of one thousand, one hundred and ten (1,110) apartment units contained in four (4) apartment towers together with certain recreational facilities, subject to Penrick executing a development agreement satisfactory to the City with respect to the development of this Parcel;

- (b) when requested by Penrick, take whatever measures as may be necessary to support Penrick's application to have Parcel 4, and if necessary, the Government land, removed from the controls to permit the tableland portion of Parcel 4 to be developed for single family residential purposes.

3. Penrick acknowledges and agrees that it shall only be entitled to receive building permits for the construction of two of the four apartment buildings and the recreational centre to be developed on Parcel 2 until such time as the final plans of subdivision are registered on Parcels 1 and 3 pursuant to the provisions of this agreement. In the event that Penrick either is unable to or fails to register the final plans of subdivision on Parcels 1 and 3 pursuant to the provisions of this agreement by the 1st day of July, 1980 the City may pass a restricted area by-law to limit the development of Parcel 2 to two apartment buildings and the recreational

centre unless on or before the 1st day of August, 1980 Penrick conveys to the City free of all encumbrances the 1.5 acre tableland parkland block (Block P) and part of Peelton Heights Road to provide access thereto, all as shown on Schedule 'C-2' attached hereto to be used for park purposes until such time as Penrick has registered final plans of subdivision satisfactory to the City on Parcels 1 and 3. At the time the plan of subdivision is registered on Parcel 3 in accordance with this agreement, the City shall re-convey the foregoing lands to Penrick for inclusion in this plan. In the event the City passes a restricted area by-law to limit the development of Parcel 2 as aforesaid, Penrick agrees not to object to the passing of this by-law.

In the event the final plans of subdivision for Parcels 1 and 3 are registered on or before the 1st day of July, 1980 or Penrick has conveyed to the City the foregoing park block and part of Peelton Heights Road, on or before the 1st day of August, 1980, Penrick may obtain the building permits for the remaining two apartment buildings on Parcel 2, subject to the provisions of the development agreement being complied with.

4. (a) Notwithstanding anything contained in this agreement and subject to the provisions of paragraph 4 (b), Penrick agrees that in the event it has not, on or before the 31st day of December, 1981, both obtained the removal of Parcel 4 and if necessary, the Government land from the controls, and acquired the Government land from the Ministry of Government Services, Penrick shall on or before the 31st day of January, 1982 convey to the City for the

nominal consideration of One Dollar (\$1.00) in fee simple, free of all encumbrances with a good and marketable title, the land described as Parcel 4 in Schedules 'A' and 'B' attached hereto, together with all the facilities, fixtures and equipment of the existing golf course, save and except a parcel of land at the south-east corner of Steeles Avenue and Highway No. 10, which is more particularly shown in heavy dots on Schedule F attached hereto (herein called the retained land).

(b) In the event Penrick, on or before the 31st day of December, 1981, is unable to obtain the removal of Parcel 4 and the Government land from the controls but has acquired the Government land from the Ministry of Government Services, Penrick shall have the option to:

(i) complete the conveyance of land in accordance with the provisions of paragraph 4 (a) of this agreement; or

(ii) on or before the 31st day of January, 1982:

A. convey to the City for the nominal consideration of One Dollar (\$1.00) free of all encumbrances with a good and marketable title, the following land:

- a. all of the land below the top-of-bank as determined by the Metropolitan Toronto and Region Conservation Authority and the City situate within Parcel 4 and the Government land, and
- b. such tableland situate within Parcel 4 and the Government land reasonably consistent with the lands shown on Schedule C-3 which are necessary for the design and construction

of the new nine hole golf course referred to in paragraph 4 (b) (ii) B. of this agreement, and

B. enter into an agreement with the City in a form satisfactory to the City requiring Penrick to design, construct and complete a new nine hole golf course on the lands described in paragraph 4 (b) (ii) A. in accordance with the plans, specifications and a completion schedule to be approved by the City. This agreement shall require Penrick to provide the City with a letter of credit or other security satisfactory to the City to guarantee completion of a new nine hole golf course in accordance with the approved plans, specifications and completion schedule.

(c) In the event Penrick elects to carry out the provisions of paragraph 4 (b) (ii) of this agreement, the development of the remainder of the tableland portion of Parcel 4 shall be by way of an amendment to the draft plan attached as Schedule 'C-3' or a new application for registered plan of subdivision pursuant to The Planning Act or any successors thereto.

5. In the event that Penrick is able, on or before the 31st day of December, 1981 to both obtain the removal of Parcel 4 and if necessary the Government land from the controls and acquire the Government land from the Ministry of Government Services, Penrick shall, after consultation with the City, amend the draft plan of subdivision for the development of Parcel 4 by including the Government land on this plan, and showing on the amended plan the proposed single family residential development of the tableland portion of Parcel 4, all the valleyland as land for park purposes and a public highway exiting onto Steeles Avenue opposite Orchard Drive which will provide access to a proposed new golf course layout and the residential development on the tableland portion of Parcel 4.

6. The City shall:

(a) upon the draft plan of subdivision being amended to its satisfaction, recommend approval of the amended draft plan of subdivision to The Regional Municipality of Peel subject to conditions satisfactory to the City which conditions shall contain inter alia the following provisions:

(i) Penrick shall convey to the City for park purposes the following lands within the plan:

A. all of the land below the top-of-bank as determined by the Metropolitan Toronto and Region Conservation Authority and the City situate within Parcel 4 and the Government land, and

B. such tableland situate within Parcel 4 and the Government land reasonably consistent with the lands shown on Schedule C-3 which are necessary for the design and construction of the new nine hole golf course referred to in paragraph 6 (a) (ii),

all of which lands are hereinafter referred to as the new golf course lands;

(ii) Penrick shall design, construct and complete a new nine hole golf course on the new golf course lands in accordance with plans, specifications and a completion schedule to be approved by the City. Penrick shall not be entitled to any building permits for any dwelling units situate within the revised draft plan, until such time as it has entered into a contract for the construction of the new nine hole golf course in a form satisfactory to the City and has provided the City with a letter of credit or other security satisfactory to the City to guarantee completion of the new nine hole golf course in accordance with the approved plans, specifications and completion schedule.

(iii) Penrick shall, at its own expense, and in a location and in accordance with plans and specifications approved by the City, construct a roadway including all municipal services thereon to provide access to the new golf course lands and to the residential development on the tableland portion of Parcel 4 in conjunction with the development of the residential land;

(iv) Penrick shall, either:

(a) move the existing maintenance shed and clubhouse situate on the present Peel Village Golf Course to a site on the new golf course lands satisfactory to the City; or

(b) build a new maintenance shed comparable to the existing maintenance shed in a location satisfactory to the City on the new golf course lands; or

(c) make a cash contribution in an amount satisfactory to the City to provide for the construction by the City of a maintenance shed comparable to the existing maintenance shed on the new golf course lands,

whichever the City shall consider appropriate.

(v) Penrick shall install traffic lights in accordance with plans and specifications approved by the City and The Regional Municipality of Peel at the intersection of Orchard Drive and the new road referred to in paragraph 6 (a) (iii) of this agreement in conjunction with the development of the residential land in Parcel 4.

(vi) Penrick shall not be required to convey additional lands to the City or pay cash-in-lieu of land for park purposes to the City other than those lands referred to in paragraph 6 (a) (i)

(b) as soon as possible after The Regional Municipality of Peel has approved the draft plan of subdivision, adopt such amendments to its Official Plan and pass such amendments to its restricted area by-law as may be necessary to implement the development of the draft plan of subdivision in accordance with the conditions of draft approval and subject to

Penrick executing a subdivision agreement satisfactory to the City. The City shall also take such steps as may be necessary to obtain the necessary approvals to these amendments as is provided in The Planning Act.

Notwithstanding any other provisions of this agreement, the parties hereto agree that the retained land shall only be developed in accordance with a secondary plan for the area bounded by Steeles Avenue on the north, Highway No. 10 on the west, the future Highway No. 407 on the south and the Etobicoke Creek on the east. Penrick shall, at its own expense, convey to the City and The Regional Municipality of Peel, one foot reserves in a location satisfactory to the City and The Regional Municipality of Peel, being part of the retained land adjacent to the limits of Highway No. 10 and Steeles Avenue respectively. This conveyance shall take place at such time as the existing golf course situate on Parcel 4 is either conveyed to the City pursuant to paragraph 4 (a) of this agreement or the redeveloped golf course is conveyed to the City in accordance with paragraph 4 (b) (ii) of this agreement or a plan of subdivision is registered on Parcel 4 in accordance with the provisions of this agreement, whichever shall occur first.

8.

Notwithstanding anything contained in this agreement, Penrick shall, until such time as the existing golf course situate on Parcel 4 is either conveyed to the City pursuant to paragraph 4 (a) of this agreement, or conveyed and redeveloped in accordance with paragraph 4 (b) (ii) of this agreement or redeveloped as a condition of approval of the amended plan of subdivision in accordance with paragraph 6 of this agreement, maintain and operate the existing golf course in a good and businesslike manner in accordance with proper golf course management methods and techniques to the same standard to which the golf course is presently operated.

9.

Where, under the terms of this agreement, any approvals are required to be given on behalf of the City, it is hereby understood and agreed that any discretion to be exercised by the City in giving such approvals, shall be exercised in accordance with sound and reasonable planning principles and such approvals will not be unreasonably or arbitrarily withheld.

10.

Penrick 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 Penrick in any such proceeding.

11.

This agreement affects the land described in Schedule B attached hereto and the Owner and Mortgagee consent to the registration of this agreement on the title to these lands.

12. The Mortgagee joins herein to consent to the terms herein and covenants and agrees that in the event the lands become vested in the said Mortgagee it shall be required to comply with the terms herein to the same extent as if it had joined as an owner.

13. The covenants, agreements, conditions and undertakings herein contained on the part of Penrick shall run with the lands described in Schedule 'B' attached hereto and shall be binding upon Penrick and the City and their respective successors and assigns.

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.

PENRICK INVESTMENTS LIMITED

[Handwritten signature]

PRESIDENT

TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten signature: James E. Archdekin]

JAMES E. ARCHDEKIN

MAYOR

[Handwritten signature: Ralph A. Everett]

RALPH A. EVERETT

CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>171-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>19th</u>
DAY OF	<u>JULY</u> 19 <u>79</u>

PEEL-ELDER DEVELOPMENTS LIMITED

[Handwritten signature]

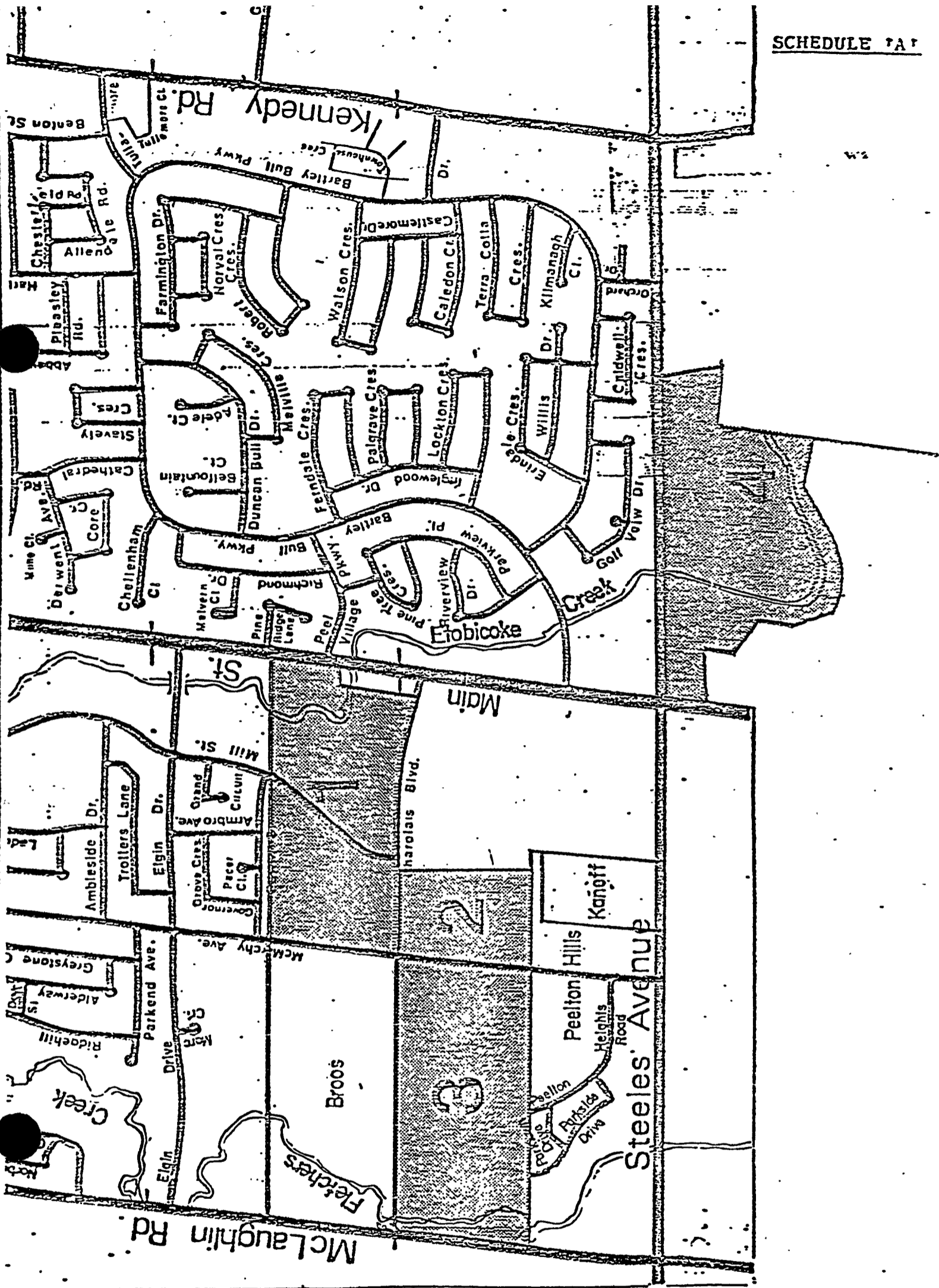
PRESIDENT

TITLE

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VICE-PRESIDENT

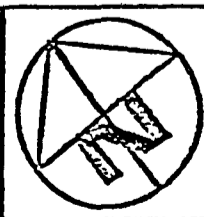
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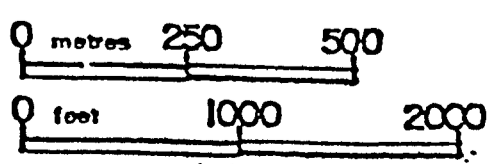
Application
Penrick Investments

Legend

Scale



Drawn	PS
Date	March 22,
File No.	
Dwg. No.	A



MAP No. 1

CITY OF
BRAMPTON
 PLANNING
 DEPARTMENT

SCHEDULE 'B'

Parcel 1

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being parts of Lots 1 and 2, Concession 1, West of Hurontario Street, of the original Township of Chinguacousy, in the County of Peel, designated as PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on a Plan of Survey record filed in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Number 43R-2736.

Parcel 2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being parts of Lots 1 and 2, Concession 1, West of Hurontario Street, of the original Township of Chinguacousy, in the County of Peel, designated as PART 1 ~~and PART TWO~~ on a Plan of Survey of record filed in the Land Registry Office for the Land Titles Division of Peel (No.43) as Number 43R-5389.

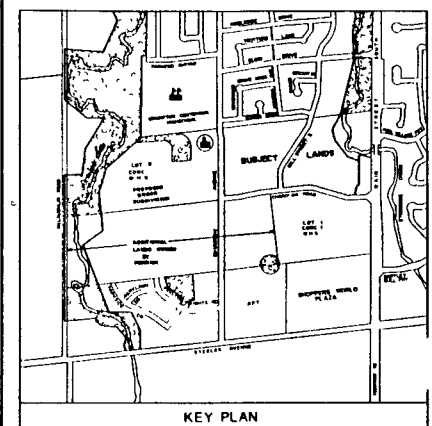
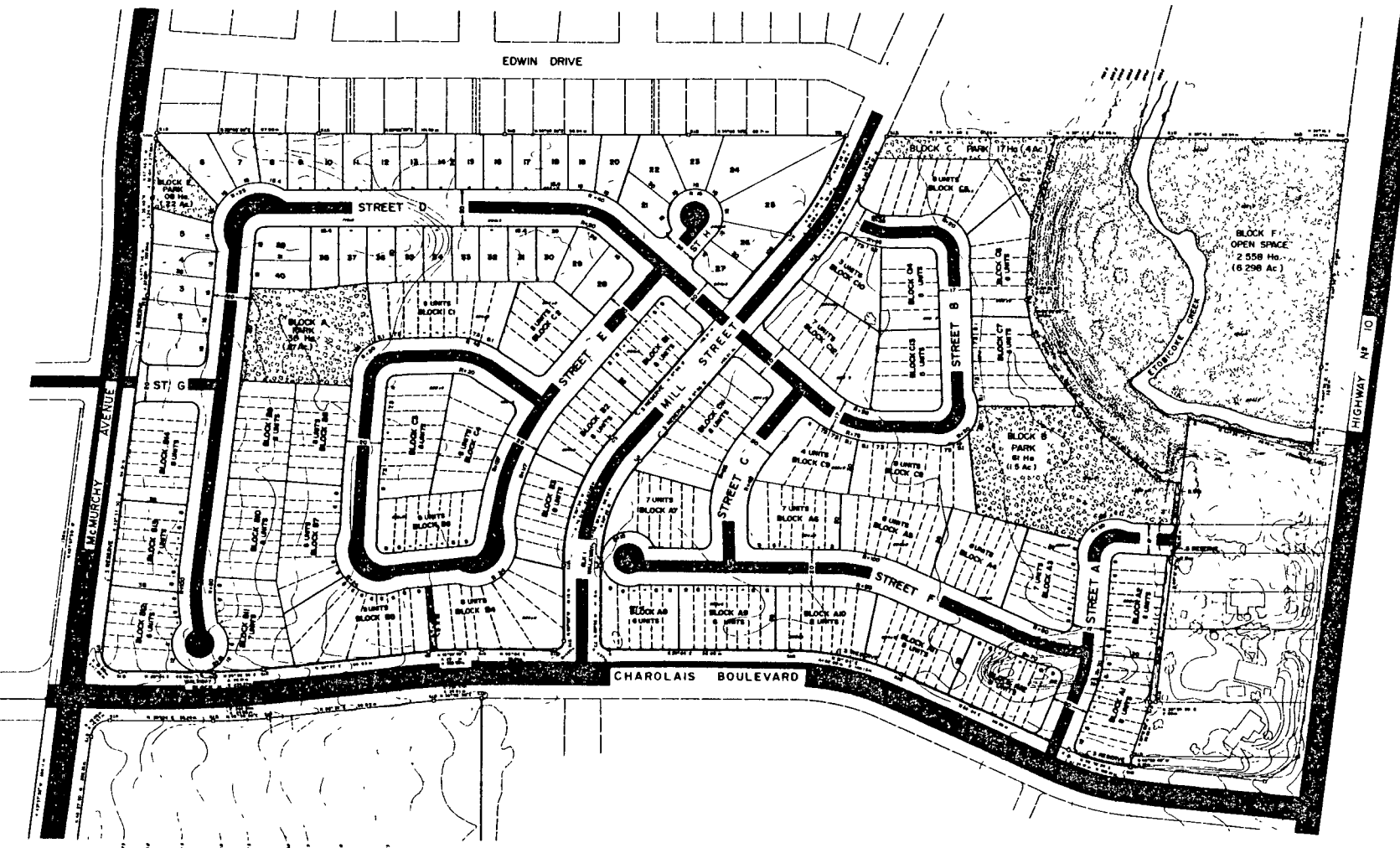

LÁSZLÓ PANDY-SZEKERES
SOLICITOR FOR
THE CITY OF BRAMPTON

Parcel 3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being parts of Lots 1 and 2, Concession 1, West of Hurontario Street, of the original Township of Chinguacousy, in the County of Peel, designated as PARTS 22, 23 and 24, on a Plan of Survey of record filed in the Land Registry Office for the Land Titles Division of Peel (NO. 43) as Number 43R-2736.

Parcel 4

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly the Town of Mississauga, and originally the Township of Toronto, in the County of Peel), and being composed of part of the East and West Halves of Lot 15, Concession 1, East of Hurontario Street, in said City of Brampton, designated as PARTS 1, 2, 3, 4, 5, 6 and 7, on a Plan of Survey of record filed in the Land Registry Office for the Land Registry Division of Peel (No. 43) as No. 43R-5195



**PROPOSED DRAFT PLAN
OF SUBDIVISION**
LOT 2, CONC. 1, W/S
CITY OF BRAMPTON, REGION OF PEEL

LAND USE SCHEDULE	UNITS	HECTARES
LAND USE		
SINGLE FAMILY TOWNHOUSES	40	
GROUP 1	100	
GROUP 2	100	
TOTAL RESIDENTIAL	240	13.41 Ha
OPEN SPACE		2.99 Ha
WATER AND BELTWAYS		1.31 Ha
SUBTOTAL		4.30 Ha
TOTAL SUBDIVISION		17.71 Ha (42.92 Ac.)

NOTE: DIMENSIONS ARE IN METRIC UNITS. REVISED JUNE 9, 1978

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.
E.W. PETERLO
CORPORATE ENGINEER, CERTIFIED LAND SURVEYOR
100 HURONTARIO ST. 7TH FLOOR
TORONTO, ONT. M5S 1A5
Date: Nov 22, 1978

OWNER'S CERTIFICATE
I HEREBY AUTHORIZE UNDERWRITERS LIMITED TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.
UNDERWRITERS LIMITED
211 CAVENDISH ROAD, SUITE 300
TORONTO, ONT. M5V 2C4
Date: Nov 22, 1978

ADDITIONAL INFORMATION
AS PER SECTION 50 (1) THE PLANNING ACT, R.S.O. 1976 CHAPTER 166 1974
(1) AS SHOWN ON DRAFT PLAN (2) AS SHOWN ON KEY PLAN (3) AS SHOWN ON NEY PLAN
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Underwood McLellan (1977) Ltd.

100 Corporation Drive, Toronto (Phone) (416) 593-8888

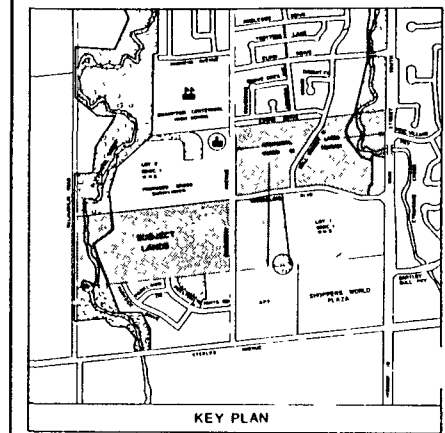
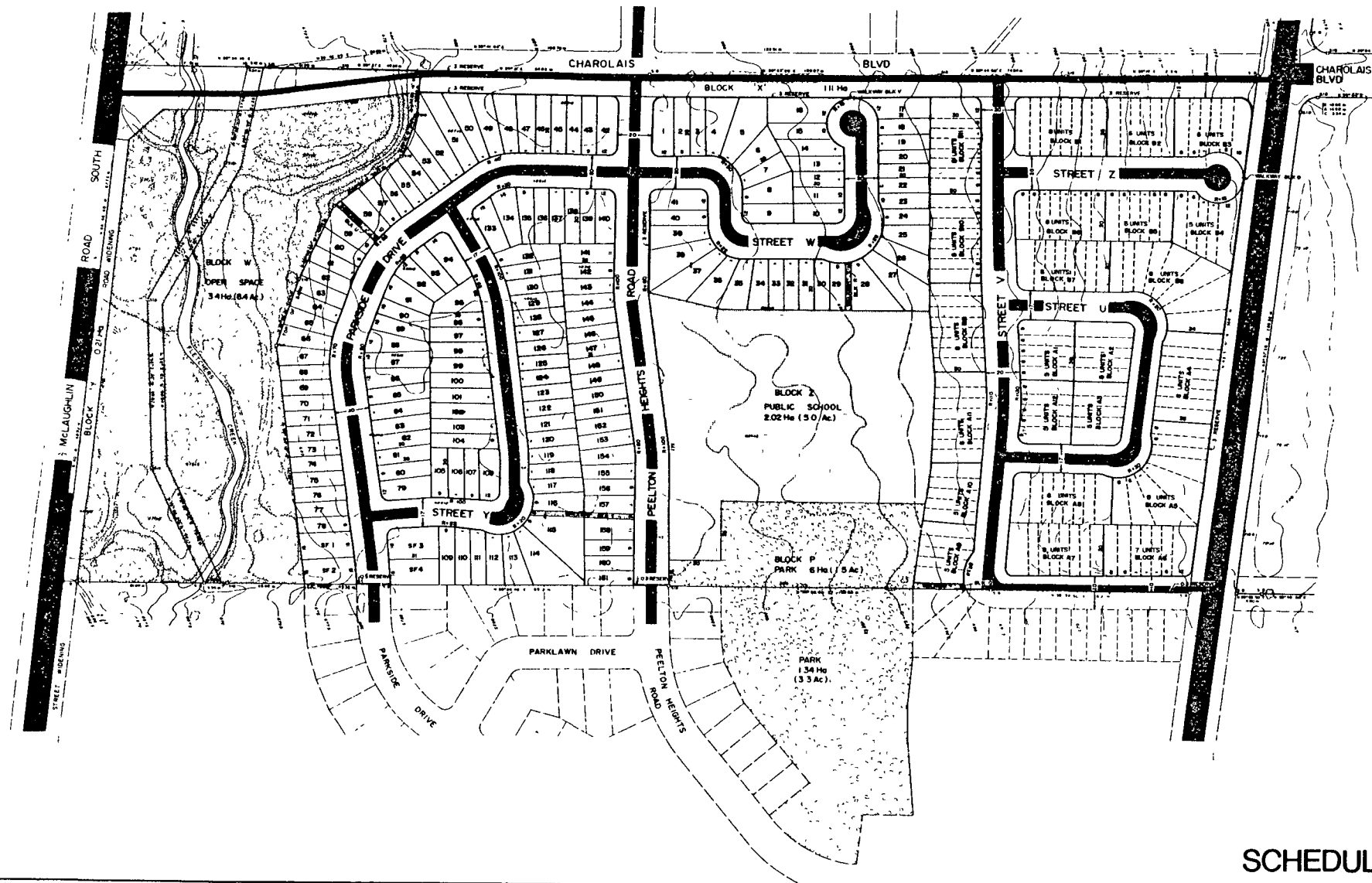
DESIGNED BY: E.S.L. PROJECT NO: 87-7-003
DRAWN BY: J.W.C.
APPROVED BY: CHAROLAIS BLOCK
DATE: DEC. 20, 1978
SCALE: 1:1000

Underwood McLellan (1977) Ltd.
100 Corporation Drive, Toronto (Phone) (416) 593-8888

DESIGNED BY: E.S.L. PROJECT NO: 87-7-003
DRAWN BY: J.W.C.
APPROVED BY: CHAROLAIS BLOCK
DATE: DEC. 20, 1978
SCALE: 1:1000

SCHEDULE "C1"

NORTH



**PROPOSED DRAFT PLAN
OF SUBDIVISION**
LOT 1, CONC 1, WHS
CITY OF BRAMPTON, REGION OF PEEL

LAND USE SCHEDULE	UNITS	HECTARES
LAND USE		
GROUP 1 FAMILY	8	
GROUP 2 LOW DENSITY RESIDENTIAL	181	
GROUP 3	77	
GROUP 4	78	
TOTAL RESIDENTIAL	321	12.70 Ha
GROUP 5		
PUBLIC SCHOOL	1	2.02 Ha
PUBLIC PARK	1	1.34 Ha
TOTAL SUBDIVISION	321	20.17 Ha (49.808 Ac)

NOTE: DIMENSIONS ARE IN METRIC UNITS. REVISED JUNE 8, 1978

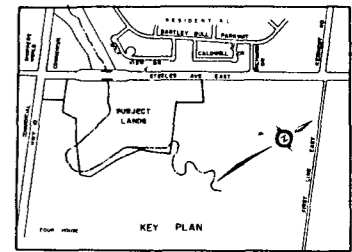
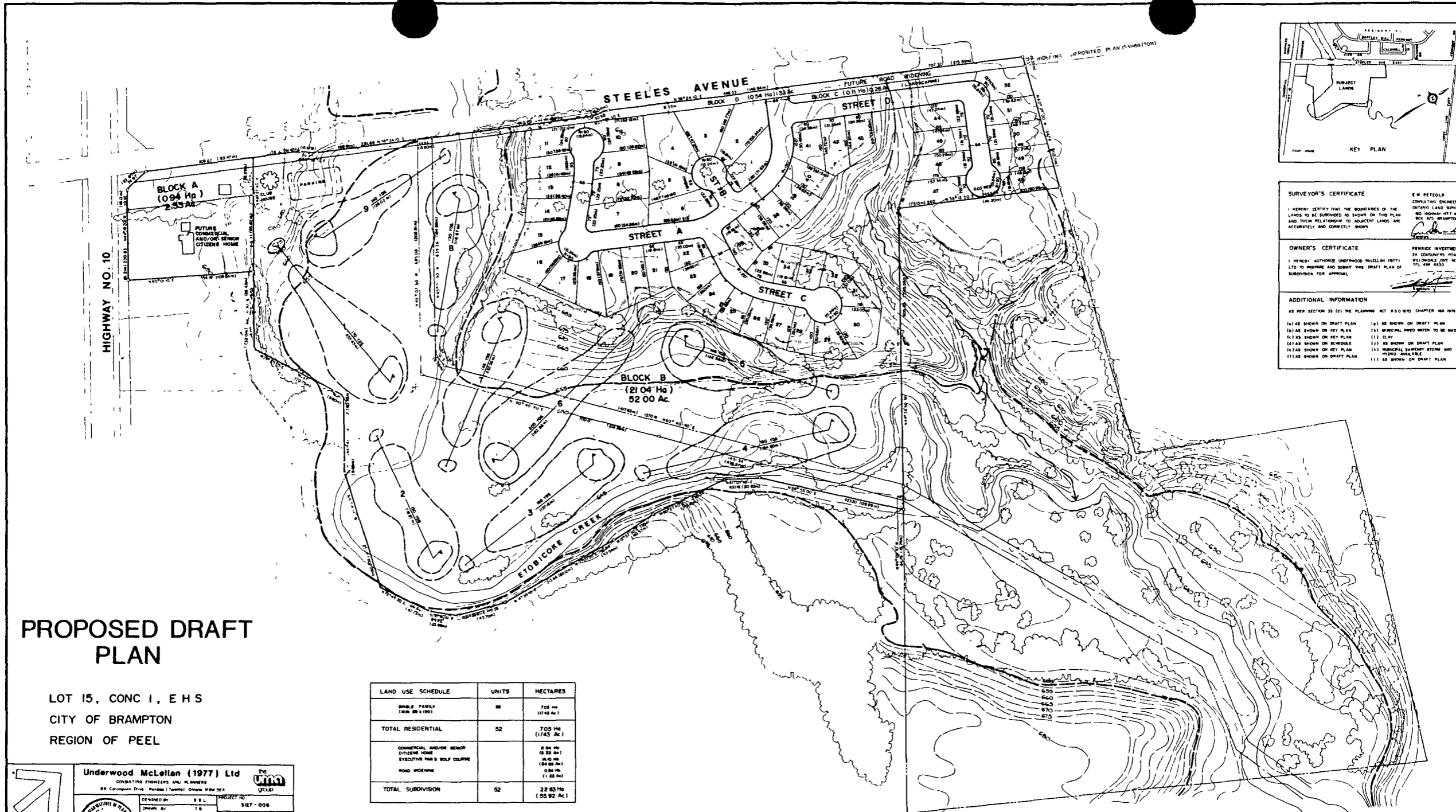
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.
S.W. PEZZELLO
Surveyor
Date: 12/10/78

OWNER'S CERTIFICATE
I HEREBY AUTHORIZE UNDERWRITERS LIMITED TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.
PERRICH INVESTMENTS LIMITED
Date: 12/10/78

ADDITIONAL INFORMATION
AS PER SECTION 53 (1) THE PLANNING ACT, R.S.O. 1970 CHAPTER 166 1/24
107 AS SHOWN ON DRAFT PLAN 111 AS SHOWN ON DRAFT PLAN 112 AS SHOWN ON DRAFT PLAN 113 AS SHOWN ON DRAFT PLAN 114 AS SHOWN ON DRAFT PLAN 115 AS SHOWN ON DRAFT PLAN 116 AS SHOWN ON DRAFT PLAN 117 AS SHOWN ON DRAFT PLAN 118 AS SHOWN ON DRAFT PLAN 119 AS SHOWN ON DRAFT PLAN 120 AS SHOWN ON DRAFT PLAN 121 AS SHOWN ON DRAFT PLAN 122 AS SHOWN ON DRAFT PLAN 123 AS SHOWN ON DRAFT PLAN 124 AS SHOWN ON DRAFT PLAN 125 AS SHOWN ON DRAFT PLAN 126 AS SHOWN ON DRAFT PLAN 127 AS SHOWN ON DRAFT PLAN 128 AS SHOWN ON DRAFT PLAN 129 AS SHOWN ON DRAFT PLAN 130 AS SHOWN ON DRAFT PLAN 131 AS SHOWN ON DRAFT PLAN 132 AS SHOWN ON DRAFT PLAN 133 AS SHOWN ON DRAFT PLAN 134 AS SHOWN ON DRAFT PLAN 135 AS SHOWN ON DRAFT PLAN 136 AS SHOWN ON DRAFT PLAN 137 AS SHOWN ON DRAFT PLAN 138 AS SHOWN ON DRAFT PLAN 139 AS SHOWN ON DRAFT PLAN 140 AS SHOWN ON DRAFT PLAN 141 AS SHOWN ON DRAFT PLAN 142 AS SHOWN ON DRAFT PLAN 143 AS SHOWN ON DRAFT PLAN 144 AS SHOWN ON DRAFT PLAN 145 AS SHOWN ON DRAFT PLAN 146 AS SHOWN ON DRAFT PLAN 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Underwood McLellan (1977) Ltd
99 Carleton Place, Brampton (Toronto) Ontario N6A 1K2
PROJECT NO: 3127-003
DATE: DEC 30, 1978
PROJECT: MCMURCHY BLOCK
SCALE: 1:1000

SCHEDULE "C2"



SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

OWNER'S CERTIFICATE
 I HEREBY AUTHORIZE UNDERWOOD McLELLAN (1977) LTD TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.

ADDITIONAL INFORMATION
 AS PER SECTION 33 (2) OF THE PLANNING ACT R.S.O. 1970 CHAPTER 484 1974

(1) AS SHOWN ON DRAFT PLAN (2) AS SHOWN ON DRAFT PLAN
 (3) AS SHOWN ON KEY PLAN (4) MINOR IMPROVEMENTS TO BE MADE AVAILABLE
 (5) AS SHOWN ON KEY PLAN (6) CLAY
 (7) AS SHOWN ON SCHEDULE (8) AS SHOWN ON DRAFT PLAN
 (9) AS SHOWN ON KEY PLAN (10) MUNICIPAL BARRIERS STONE AND WATER HYDRO AVAILABLE
 (11) AS SHOWN ON DRAFT PLAN (12) AS SHOWN ON DRAFT PLAN

PROPOSED DRAFT PLAN

LOT 15, CONC 1, E H S
 CITY OF BRAMPTON
 REGION OF PEEL

LAND USE SCHEDULE	UNITS	HECTARES
SINGLE FAMILY (ENCL 28 & 190)	52	705 Hg (1743 Ac)
TOTAL RESIDENTIAL	52	705 Hg (1743 Ac)
COMMERCIAL AND/OR SENIOR CITIZEN'S HOME EXECUTIVE PARK & GOLF COURSE ROAD WIDENING		0.84 Hg (2.03 Ac) 0.84 Hg (2.03 Ac) 0.84 Hg (2.03 Ac) 0.84 Hg (2.03 Ac)
TOTAL SUBDIVISION	52	22.63 Hg (55.92 Ac)

Underwood McLellan (1977) Ltd
 CONSULTING ENGINEERS AND PLANNERS
 88 Cambridge Drive, Rexdale (Toronto), Ontario M9W 5E4

THE U.M.A.
 URBAN MUNICIPAL ASSOCIATION

DESIGNED BY: S.S.L. PROJECT NO: 3127-008
 DRAWN BY: T.G. SHEET - 008
 APPROVED BY: T.G.
 DATE: DECEMBER 20 1978 817 7808 B

SCALE: 1" = 200'
 0' 100' 200' 300'

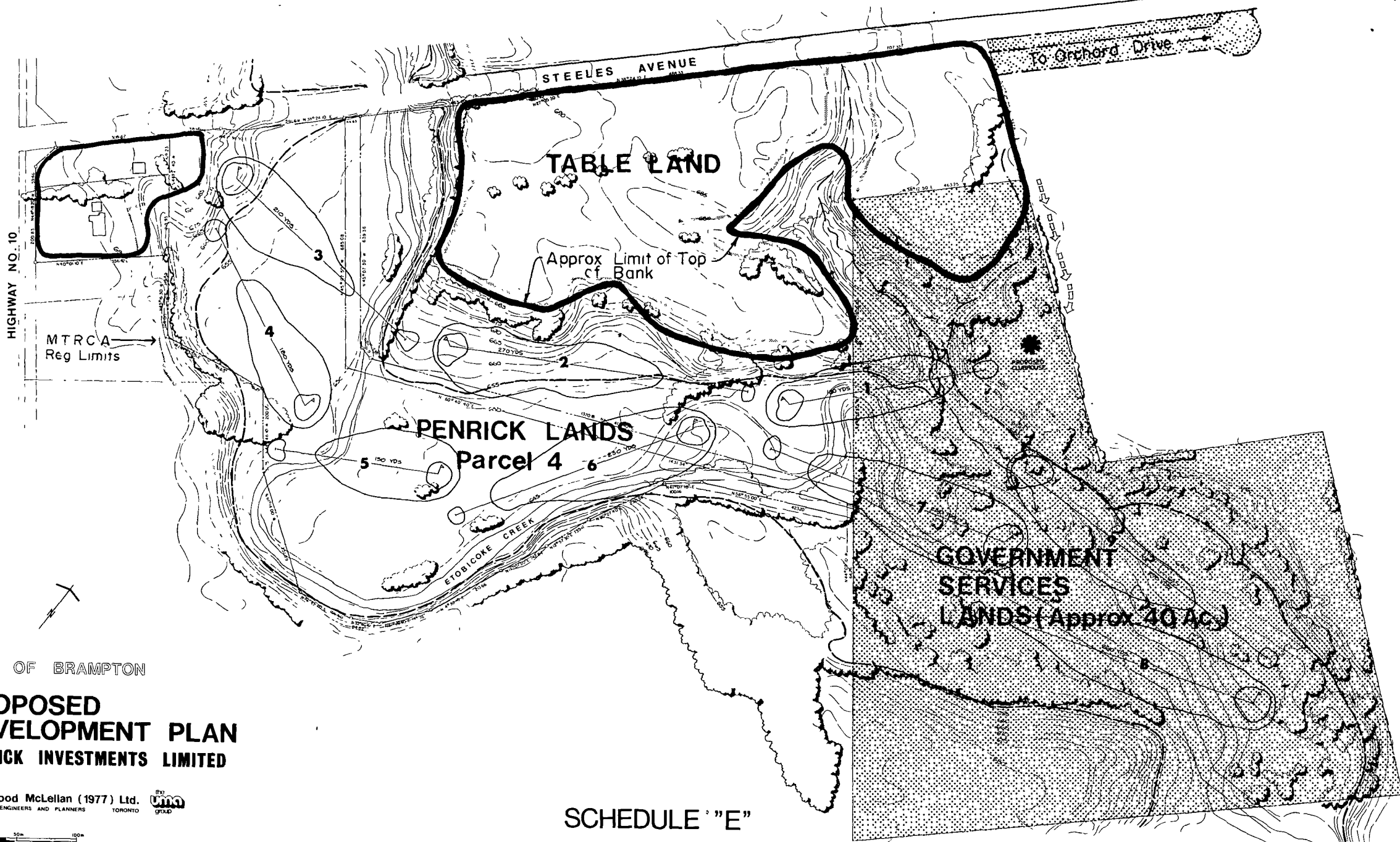
NORTH

SCHEDULE "C3"

CONDITIONS OF DRAFT APPROVAL OF PARCELS 1 AND 3

1. The maximum number of dwelling units permitted in Parcel 1 shall be 325 and in Parcel 3 shall be 321.
2. A minimum building setback of 12.2 metres (40 feet) and a landscaping strip of 4.6 metres (15 feet) shall be provided in all reverse frontage residential lots abutting Charolais Boulevard and McMurphy Avenue except for the flankage lots.
3. Blocks A, B, C, E and F in Parcel 1 and Blocks P & W in Parcel 3 be conveyed to the City as Public Open Space.
4. Block 'D' in Parcel 1 be conveyed to the City.
5. All 0.3 metre (1 foot) reserves and the 3 metre (9.8 foot) walkways as shown on the draft plans be conveyed to the City.
6. All streets and widenings as shown on the draft plans shall be dedicated as public highways upon registration of the plan.
7. All street names shall be subject to approval by the City of Brampton.
8. The applicant shall agree by agreement to ensure that the development of lands adjacent to the existing single family detached dwellings on Parkside Drive would be subject to site plan approval.
9. The applicant shall agree by agreement to support an amendment to the restricted area by-law to regulate the development of the lands for the purposes proposed.

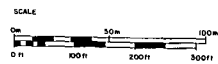
10. The applicant shall agree by agreement to convey all necessary easements for drainage, utility and service purposes as may be required to the appropriate agency or public authority.
11. The applicant shall agree by agreement to satisfy all legal, financial, engineering, landscaping, conservation of existing vegetation and other matters of the City of Brampton and the Region of Peel.
12. The applicant shall agree by agreement to prepare and submit a storm drainage study for the approval by the City and the Metropolitan Toronto and Region Conservation Authority and further to comply with all the requirements of the City and the Metropolitan Toronto and Region Conservation Authority regarding storm water run-off, drainage, erosion, siltation and protection of the valley lands.
13. The applicant shall agree by agreement that no applications for building permits shall be made with respect to any development in Parcel 3, prior to the completion of the westerly extension of Charolais Boulevard, west of McMurchy Avenue.
14. The applicant shall agree by agreement to a staging program acceptable to the City.



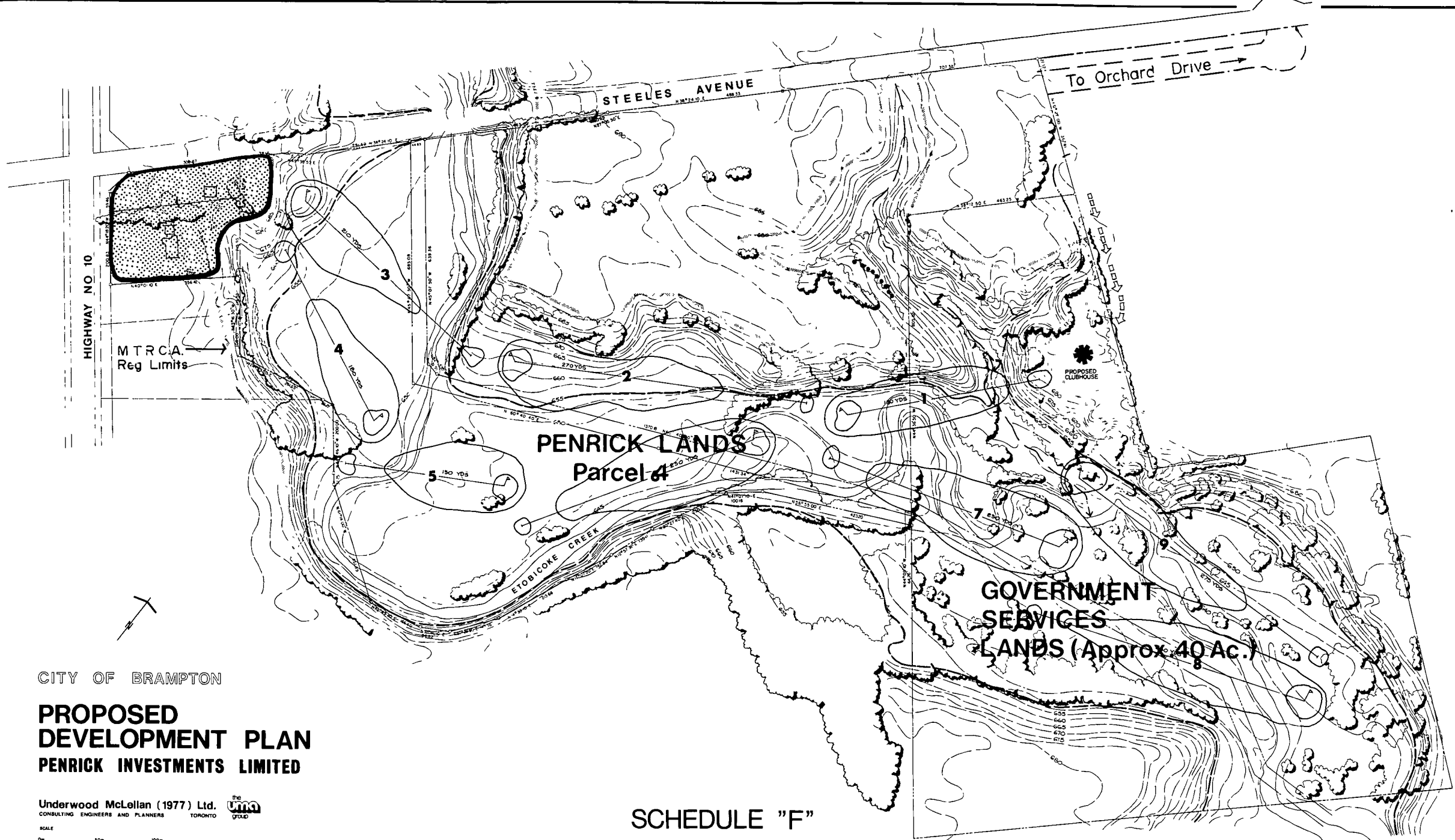
CITY OF BRAMPTON

**PROPOSED
DEVELOPMENT PLAN
PENRICK INVESTMENTS LIMITED**

Underwood McLellan (1977) Ltd. 
CONSULTING ENGINEERS AND PLANNERS TORONTO



SCHEDULE "E"



To Orchard Drive

STEELES AVENUE

HIGHWAY NO 10

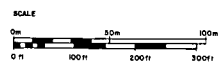
MTRCA. Reg Limits

PENRICK LANDS
Parcel 4

GOVERNMENT
SERVICES
LANDS (Approx. 40 Ac.)

CITY OF BRAMPTON
**PROPOSED
DEVELOPMENT PLAN**
PENRICK INVESTMENTS LIMITED

Underwood McLellan (1977) Ltd. 
CONSULTING ENGINEERS AND PLANNERS TORONTO



SCHEDULE "F"

DATED: 19 July 1979

No. 531358

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

PENRICK INVESTMENTS LIMITED

AND

1979 OCT 10 PM 12 49

THE CORPORATION OF THE
CITY OF BRAMPTON

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

AND

PEEL ELDER DEVELOPMENTS
LIMITED

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF PEEL (No.43) :

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel 1-5

in the Register for Section 43 - CHING - 1 (WHS)

of which PENRICK INVESTMENTS LIMITED

is the registered owner, hereby apply to have

Notice of an Agreement dated the 19th day of July, 1979

made between PENRICK INVESTMENTS LIMITED, THE CORPORATION

OF THE CITY OF BRAMPTON and PEEL-ELDER DEVELOPMENTS LIMITED

entered on the parcel register.

The evidence in support of this Application consists of:

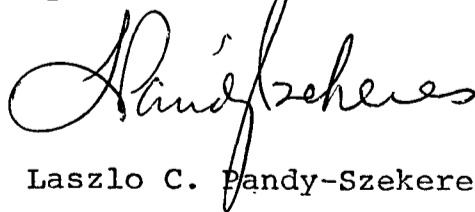
1. An executed copy of the said Agreement

This application is not being made for any fraudulent or improper purpose.

DATED AT BRAMPTON, this 26th day of September 19 79.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this 19th
day of July, 1979.

B E T W E E N :

PENRICK INVESTMENTS LIMITED

hereinafter called 'PENRICK'

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

PEEL-ELDER DEVELOPMENTS LIMITED

hereinafter called the 'Mortgagee'

OF THE THIRD PART

WHEREAS Penrick is the Owner of lands situate
in the City of Brampton in The Regional Municipality of
Peel and shown as Parcels 1, 2, 3 and 4 on Schedule 'A'
attached hereto, which Parcels are more particularly
described respectively as Parcels 1, 2, 3 and 4 on
Schedule 'B' attached hereto;

AND WHEREAS the Mortgagee is the only mortgagee
of Parcels 1, 2, 3 and 4;

AND WHEREAS Penrick has submitted to The Regional
Municipality of Peel for approval draft plans of
subdivision which are attached hereto as Schedule 'C-1',
'C-2', and 'C-3' for the development of Parcels 1, 3 and
4 for residential purposes;

AND WHEREAS Penrick has made application to the
City for an amendment to the City's restricted area by-law
to permit the development of Parcel 2 for one thousand,
one hundred and ten (1,110) apartment dwelling units
situate in four (4) apartment towers;

AND WHEREAS Parcel 4 is presently subject to the controls imposed by The Parkway Belt Planning and Development Act and Regulations thereto (herein called the 'controls') which controls must be removed prior to the development of this Parcel for residential purposes;

AND WHEREAS Penrick is presently operating an existing golf course known as The Peel Village Golf Course which is situate on Parcel 4;

AND WHEREAS the City has agreed:

- (a) to recommend to The Regional Municipality of Peel, approval of the draft plans of subdivision for Parcels 1 and 3 subject to the conditions contained in Schedule 'D' attached hereto;
- (b) to amend its restricted area by-law to permit the development of Parcel 2 for high density apartment use subject to the provisions of a development agreement satisfactory to the City; and
- (c) to support in principle the development of the tableland portion of Parcel 4 for single family residential purposes;

AND WHEREAS this agreement is entered into for the purpose of providing for matters related to the development of Parcels 1, 2, 3 and 4.

NOW THEREFORE THIS AGREEMENT WITNESSETH that
in consideration of the covenants herein contained and
in consideration of the City:

- (a) recommending approval of the draft plans of
subdivision with respect to Parcels 1 and 3;
- (b) amending its restricted area by-laws to permit
the development of Parcel 2 for high density
apartment use; and
- (c) supporting in principle the development of the
tableland portion of Parcel 4 for single family
residential purposes,

the parties hereto agree with each other as follows:

Penrick shall:

- 1. (a) within thirty (30) days after the execution of
this agreement, convey to the City at no expense
to the City and free of all encumbrances that
part of Parcel 3 shown on the draft plan of
subdivision attached hereto as Schedule 'C-2'
which is intended to be a portion of the future
public highway known as Charolais Boulevard,
including daylighting triangle at McLaughlin
Road South.
- (b) be responsible for:
 - (i) fifty (50) per cent of the cost of all road
works (including four lanes of pavement); and
 - (ii) forty-nine point four (49.4) per cent
of the cost of all other municipal services
other than road works,
on Charolais Boulevard from McMurphy Avenue to
McLaughlin Road. Penrick agrees that the
subdivision agreement required as a condition of

the registration of the plan of subdivision for Parcel 3 shall contain provisions to this effect in a form satisfactory to the City;

- (c) within thirty (30) days after the execution of this agreement, make whatever applications are necessary to remove Parcel 4 from the controls and commence negotiations with the Ministry of Government Services to acquire from the Ministry of Government Services, the lands adjacent to Parcel 4, which lands are more particularly shown in heavy dots on Schedule E attached hereto (herein called the Government land);
- (d) as soon as reasonably possible after the execution of this agreement, take all necessary steps to obtain draft plan approval from The Regional Municipality of Peel with respect to the draft plans of subdivision for Parcels 1 and 3 as approved and recommended by the City and upon obtaining draft plan approval for Parcels 1 and 3, to proceed expeditiously to satisfy the conditions of draft approval, register the final plans of subdivision for Parcels 1 and 3, and convey to the City all the lands referred to in the City's conditions for approval of the draft plans as set out in Schedule 'D' attached hereto; and
- (e) proceed to develop Parcel 2 in accordance with the provisions of the development agreement for this Parcel and the provisions of this agreement.

2. The City shall:

- (a) within thirty (30) days after the execution of this agreement, recommend to The Regional Municipality of Peel that the draft plans of

subdivision for Parcels 1 and 3 be approved, subject to the conditions contained in Schedule 'D' attached hereto and pass a restricted area by-law to provide for the development of Parcel 2 as a high density rental apartment project consisting of one thousand, one hundred and ten (1,110) apartment units contained in four (4) apartment towers together with certain recreational facilities, subject to Penrick executing a development agreement satisfactory to the City with respect to the development of this Parcel;

- (b) when requested by Penrick, take whatever measures as may be necessary to support Penrick's application to have Parcel 4, and if necessary, the Government land, removed from the controls to permit the tableland portion of Parcel 4 to be developed for single family residential purposes.

3.

Penrick acknowledges and agrees that it shall only be entitled to receive building permits for the construction of two of the four apartment buildings and the recreational centre to be developed on Parcel 2 until such time as the final plans of subdivision are registered on Parcels 1 and 3 pursuant to the provisions of this agreement. In the event that Penrick either is unable to or fails to register the final plans of subdivision on Parcels 1 and 3 pursuant to the provisions of this agreement by the 1st day of July, 1980 the City may pass a restricted area by-law to limit the development of Parcel 2 to two apartment buildings and the recreational

centre unless on or before the 1st day of August, 1980 Penrick conveys to the City free of all encumbrances the 1.5 acre tableland parkland block (Block P) and part of Peelton Heights Road to provide access thereto, all as shown on Schedule 'C-2' attached hereto to be used for park purposes until such time as Penrick has registered final plans of subdivision satisfactory to the City on Parcels 1 and 3. At the time the plan of subdivision is registered on Parcel 3 in accordance with this agreement, the City shall re-convey the foregoing lands to Penrick for inclusion in this plan. In the event the City passes a restricted area by-law to limit the development of Parcel 2 as aforesaid, Penrick agrees not to object to the passing of this by-law.

In the event the final plans of subdivision for Parcels 1 and 3 are registered on or before the 1st day of July, 1980 or Penrick has conveyed to the City the foregoing park block and part of Peelton Heights Road, on or before the 1st day of August, 1980, Penrick may obtain the building permits for the remaining two apartment buildings on Parcel 2, subject to the provisions of the development agreement being complied with.

4. (a) Notwithstanding anything contained in this agreement and subject to the provisions of paragraph 4 (b), Penrick agrees that in the event it has not, on or before the 31st day of December, 1981, both obtained the removal of Parcel 4 and if necessary, the Government land from the controls, and acquired the Government land from the Ministry of Government Services, Penrick shall on or before the 31st day of January, 1982 convey to the City for the

nominal consideration of One Dollar (\$1.00) in fee simple, free of all encumbrances with a good and marketable title, the land described as Parcel 4 in Schedules 'A' and 'B' attached hereto, together with all the facilities, fixtures and equipment of the existing golf course, save and except a parcel of land at the south-east corner of Steeles Avenue and Highway No. 10, which is more particularly shown in heavy dots on Schedule F attached hereto (herein called the retained land).

(b) In the event Penrick, on or before the 31st day of December, 1981, is unable to obtain the removal of Parcel 4 and the Government land from the controls but has acquired the Government land from the Ministry of Government Services, Penrick shall have the option to:

(i) complete the conveyance of land in accordance with the provisions of paragraph 4 (a) of this agreement; or

(ii) on or before the 31st day of January, 1982:

A. convey to the City for the nominal consideration of One Dollar (\$1.00) free of all encumbrances with a good and marketable title, the following land:

- a. all of the land below the top-of-bank as determined by the Metropolitan Toronto and Region Conservation Authority and the City situate within Parcel 4 and the Government land, and
- b. such tableland situate within Parcel 4 and the Government land reasonably consistent with the lands shown on Schedule C-3 which are necessary for the design and construction

of the new nine hole golf course referred to in paragraph 4 (b) (ii) B. of this agreement, and

B. enter into an agreement with the City in a form satisfactory to the City requiring Penrick to design, construct and complete a new nine hole golf course on the lands described in paragraph 4 (b) (ii) A. in accordance with the plans, specifications and a completion schedule to be approved by the City. This agreement shall require Penrick to provide the City with a letter of credit or other security satisfactory to the City to guarantee completion of a new nine hole golf course in accordance with the approved plans, specifications and completion schedule.

(c) In the event Penrick elects to carry out the provisions of paragraph 4 (b) (ii) of this agreement, the development of the remainder of the tableland portion of Parcel 4 shall be by way of an amendment to the draft plan attached as Schedule 'C-3' or a new application for registered plan of subdivision pursuant to The Planning Act or any successors thereto.

5. In the event that Penrick is able, on or before the 31st day of December, 1981 to both obtain the removal of Parcel 4 and if necessary the Government land from the controls and acquire the Government land from the Ministry of Government Services, Penrick shall, after consultation with the City, amend the draft plan of subdivision for the development of Parcel 4 by including the Government land on this plan, and showing on the amended plan the proposed single family residential development of the tableland portion of Parcel 4, all the valleyland as land for park purposes and a public highway exiting onto Steeles Avenue opposite Orchard Drive which will provide access to a proposed new golf course layout and the residential development on the tableland portion of Parcel 4.

6. The City shall:

(a) upon the draft plan of subdivision being amended to its satisfaction, recommend approval of the amended draft plan of subdivision to The Regional Municipality of Peel subject to conditions satisfactory to the City which conditions shall contain inter alia the following provisions:

(i) Penrick shall convey to the City for park purposes the following lands within the plan:

- A. all of the land below the top-of-bank as determined by the Metropolitan Toronto and Region Conservation Authority and the City situate within Parcel 4 and the Government land, and
- B. such tableland situate within Parcel 4 and the Government land reasonably consistent with the lands shown on Schedule C-3 which are necessary for the design and construction of the new nine hole golf course referred to in paragraph 6 (a) (ii),

all of which lands are hereinafter referred to as the new golf course lands;

- (ii) Penrick shall design, construct and complete a new nine hole golf course on the new golf course lands in accordance with plans, specifications and a completion schedule to be approved by the City. Penrick shall not be entitled to any building permits for any dwelling units situate within the revised draft plan, until such time as it has entered into a contract for the construction of the new nine hole golf course in a form satisfactory to the City and has provided the City with a letter of credit or other security satisfactory to the City to guarantee completion of the new nine hole golf course in accordance with the approved plans, specifications and completion schedule.
- (iii) Penrick shall, at its own expense, and in a location and in accordance with plans and specifications approved by the City, construct a roadway including all municipal services thereon to provide access to the new golf course lands and to the residential development on the tableland portion of Parcel 4 in conjunction with the development of the residential land;
- (iv) Penrick shall, either:
 - (a) move the existing maintenance shed and clubhouse situate on the present Peel Village Golf Course to a site on the new golf course lands satisfactory to the City; or

(b) build a new maintenance shed comparable to the existing maintenance shed in a location satisfactory to the City on the new golf course lands; or

(c) make a cash contribution in an amount satisfactory to the City to provide for the construction by the City of a maintenance shed comparable to the existing maintenance shed on the new golf course lands,

whichever the City shall consider appropriate.

(v) Penrick shall install traffic lights in accordance with plans and specifications approved by the City and The Regional Municipality of Peel at the intersection of Orchard Drive and the new road referred to in paragraph 6 (a) (iii) of this agreement in conjunction with the development of the residential land in Parcel 4.

(vi) Penrick shall not be required to convey additional lands to the City or pay cash-in-lieu of land for park purposes to the City other than those lands referred to in paragraph 6 (a) (i)

(b) as soon as possible after The Regional Municipality of Peel has approved the draft plan of subdivision, adopt such amendments to its Official Plan and pass such amendments to its restricted area by-law as may be necessary to implement the development of the draft plan of subdivision in accordance with the conditions of draft approval and subject to

Penrick executing a subdivision agreement satisfactory to the City. The City shall also take such steps as may be necessary to obtain the necessary approvals to these amendments as is provided in The Planning Act.

Notwithstanding any other provisions of this agreement, the parties hereto agree that the retained land shall only be developed in accordance with a secondary plan for the area bounded by Steeles Avenue on the north, Highway No. 10 on the west, the future Highway No. 407 on the south and the Etobicoke Creek on the east. Penrick shall, at its own expense, convey to the City and The Regional Municipality of Peel, one foot reserves in a location satisfactory to the City and The Regional Municipality of Peel, being part of the retained land adjacent to the limits of Highway No. 10 and Steeles Avenue respectively. This conveyance shall take place at such time as the existing golf course situate on Parcel 4 is either conveyed to the City pursuant to paragraph 4 (a) of this agreement or the redeveloped golf course is conveyed to the City in accordance with paragraph 4 (b) (ii) of this agreement or a plan of subdivision is registered on Parcel 4 in accordance with the provisions of this agreement, whichever shall occur first.

8.

Notwithstanding anything contained in this agreement, Penrick shall, until such time as the existing golf course situate on Parcel 4 is either conveyed to the City pursuant to paragraph 4 (a) of this agreement, or conveyed and redeveloped in accordance with paragraph 4 (b) (ii) of this agreement or redeveloped as a condition of approval of the amended plan of subdivision in accordance with paragraph 6 of this agreement, maintain and operate the existing golf course in a good and businesslike manner in accordance with proper golf course management methods and techniques to the same standard to which the golf course is presently operated.

9.

Where, under the terms of this agreement, any approvals are required to be given on behalf of the City, it is hereby understood and agreed that any discretion to be exercised by the City in giving such approvals, shall be exercised in accordance with sound and reasonable planning principles and such approvals will not be unreasonably or arbitrarily withheld.

10.

Penrick 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 Penrick in any such proceeding.

11.

This agreement affects the land described in Schedule B attached hereto and the Owner and Mortgagee consent to the registration of this agreement on the title to these lands.

12.

The Mortgagee joins herein to consent to the terms herein and covenants and agrees that in the event the lands become vested in the said Mortgagee it shall be required to comply with the terms herein to the same extent as if it had joined as an owner.

13.

The covenants, agreements, conditions and undertakings herein contained on the part of Penrick shall run with the lands described in Schedule 'B' attached hereto and shall be binding upon Penrick and the City and their respective successors and assigns.

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.

PENRICK INVESTMENTS LIMITED

[Handwritten signature]

PRESIDENT

TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten signature: James E. Archdekin]

JAMES E. ARCHDEKIN

MAYOR

[Handwritten signature: Ralph A. Everett]

RALPH A. EVERETT

CLERK

AUTHORIZATION BY-LAW.	
NUMBER	<u>171-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>19th</u>
DAY OF	<u>JULY</u> 19 <u>79</u>

PEEL-ELDER DEVELOPMENTS LIMITED.

[Handwritten signature]

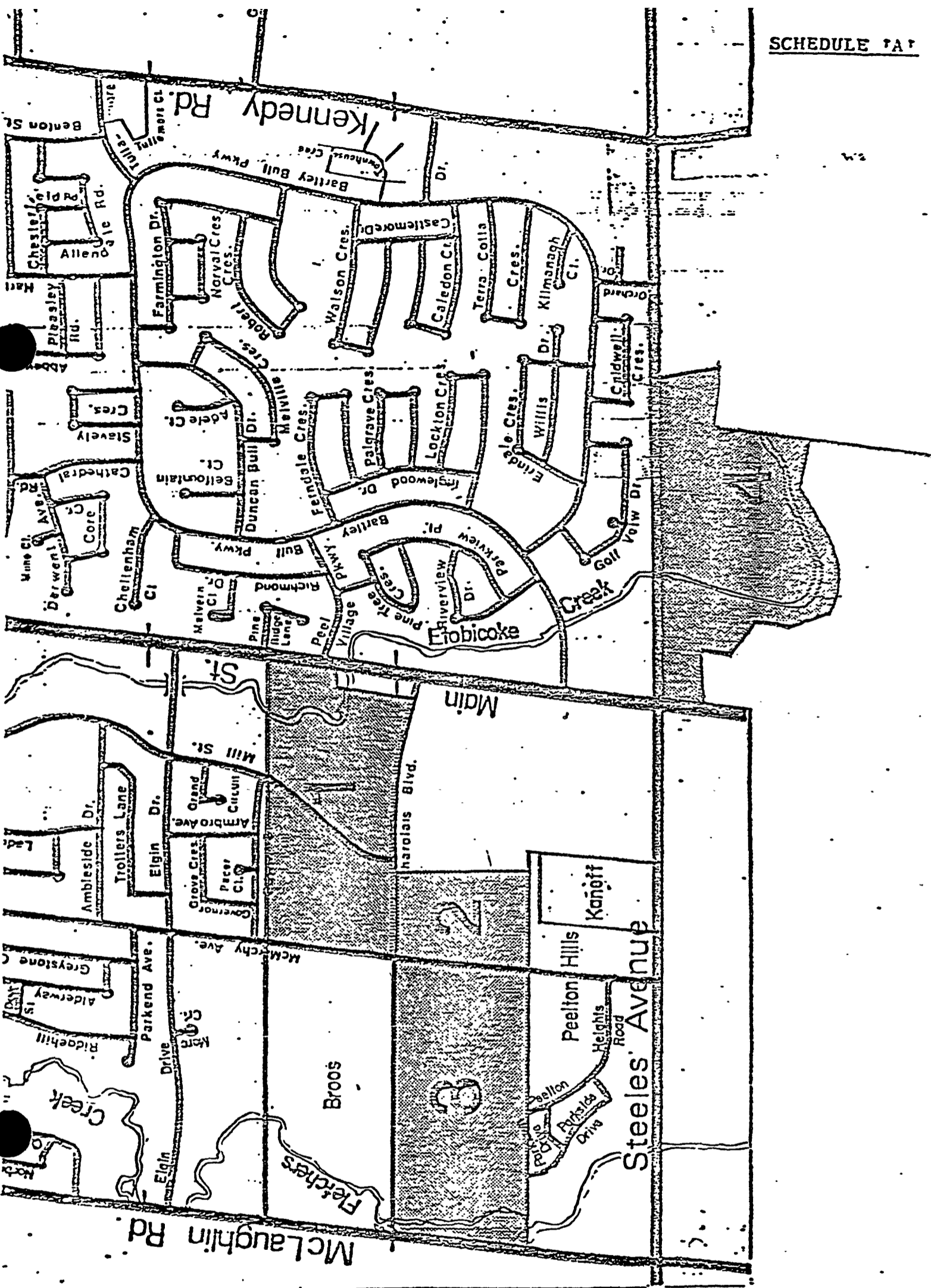
PRESIDENT

TITLE

[Handwritten signature]

VICE-PRESIDENT

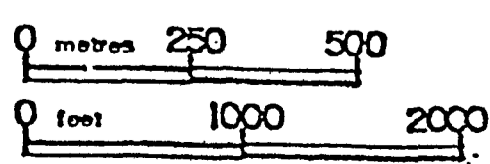
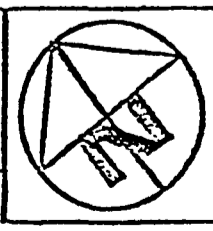
TITLE



Application
Penrick Investments

Legend

Scale



Drawn	ps
Date	March 22,
File No.	
Dwg. No.	A

MAP No. 1

CITY OF
BRAMPTON
 PLANNING
 DEPARTMENT

SCHEDULE 'B'

Parcel 1

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being parts of Lots 1 and 2, Concession 1, West of Hurontario Street, of the original Township of Chinguacousy, in the County of Peel, designated as PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on a Plan of Survey record filed in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Number 43R-2736.

Parcel 2

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being parts of Lots 1 and 2, Concession 1, West of Hurontario Street, of the original Township of Chinguacousy, in the County of Peel, designated as PART 1 ~~and PART TWO~~ on a Plan of Survey of record filed in the Land Registry Office for the Land Titles Division of Peel (No.43) as Number 43R-5389.

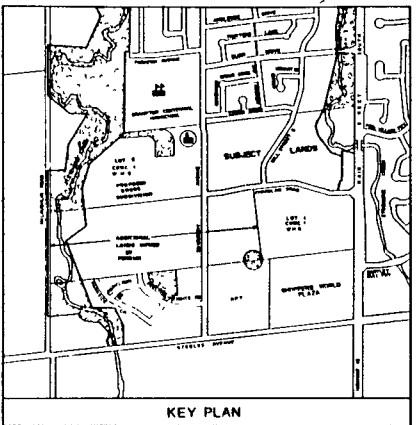
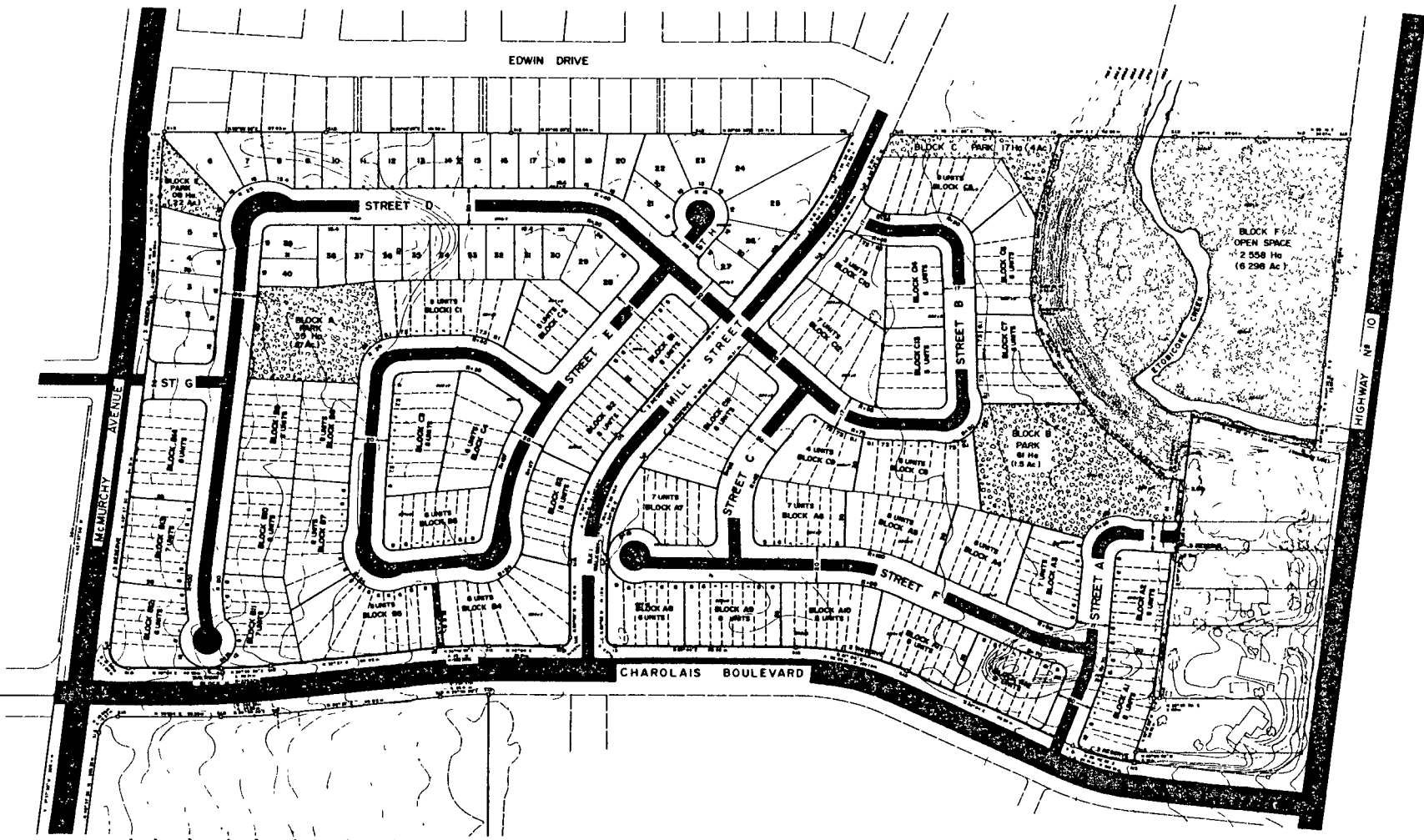
LÁSZLÓ PANDY-SZEKERES
SOLICITOR FOR
THE CITY OF BRAMPTON

Parcel 3

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being parts of Lots 1 and 2, Concession 1, West of Hurontario Street, of the original Township of Chinguacousy, in the County of Peel, designated as PARTS 22, 23 and 24, on a Plan of Survey of record filed in the Land Registry Office for the Land Titles Division of Peel (NO. 43) as Number 43R-2736.

Parcel 4

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly the Town of Mississauga, and originally the Township of Toronto, in the County of Peel), and being composed of part of the East and West Halves of Lot 15, Concession 1, East of Hurontario Street, in said City of Brampton, designated as PARTS 1, 2, 3, 4, 5, 6 and 7, on a Plan of Survey of record filed in the Land Registry Office for the Land Registry Division of Peel (No. 43) as No. 43R-5195



**PROPOSED DRAFT PLAN
OF SUBDIVISION**
LOT 2, CONC 1, W/S
CITY OF BRAMPTON, REGION OF PEEL

LAND USE SCHEDULE	UNITS	HECTARES
LAND USE		
SINGLE FAMILY RESIDENCES	40	
GROUP A	40	
GROUP B	40	
GROUP C	40	
TOTAL RESIDENTIAL	160	18.41 Ha
OPEN SPACE		1.86 Ha
ROADS AND UTILITIES		2.58 Ha
TOTAL SUBDIVISION		21.85 Ha (42.421 Ac.)

NOTE: DIMENSIONS ARE IN METRIC UNITS. REVISED: JUNE 9, 1978

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.
S.W. PETERFIELD
CONSULTING ENGINEER (ONTOARIO LAND SURVEYOR)
120 UNIVERSITY AVE. 7TH FLOOR TORONTO, ONT. M5S 1A6
[Signature] JUN 11 1978

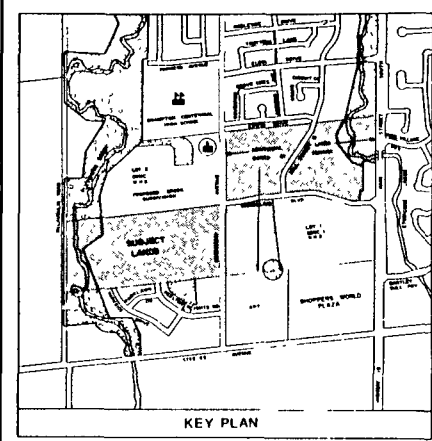
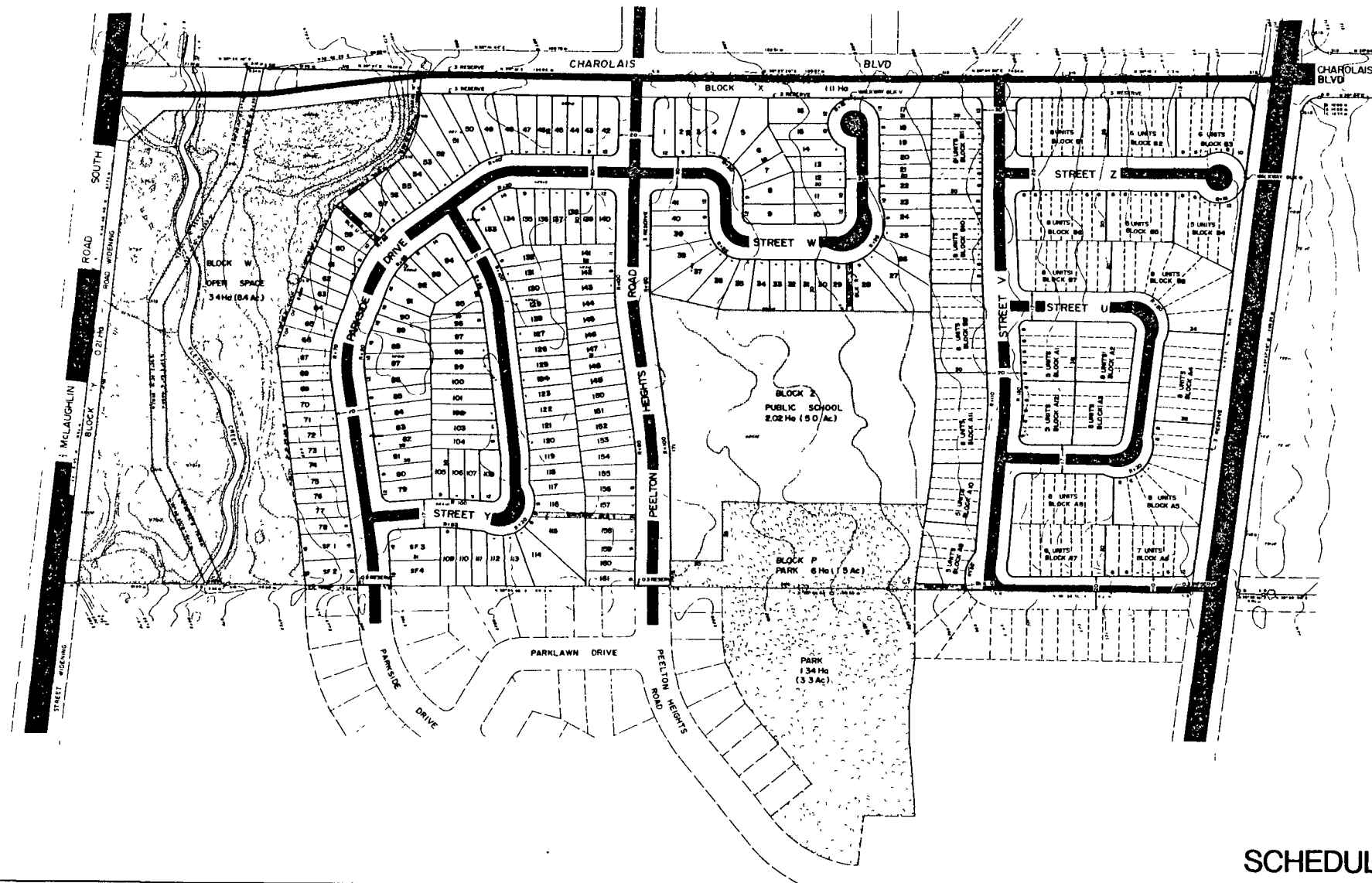
OWNER'S CERTIFICATE
I HEREBY AUTHORISE UNDERWOOD MCELLENN (1977) LTD. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.
UNDERWOOD MCELLENN (1977) LTD.
111 CROFTVIEW ROAD, SUITE 300
MILTON, ONT. L6T 1K6 TEL: 565-1111
[Signature] JUN 8, 1978

ADDITIONAL INFORMATION
AS PER SECTION 50 (1) THE PLANNING ACT, R.S.O. 1970, CHAPTER 166 1974
 (1) AS SHOWN ON DRAFT PLAN (2) AS SHOWN ON KEY PLAN (3) CLAY
 (4) AS SHOWN ON KEY PLAN (5) AS SHOWN ON DRAFT PLAN (6) AS SHOWN ON DRAFT PLAN
 (7) AS SHOWN ON KEY PLAN (8) AS SHOWN ON DRAFT PLAN (9) AS SHOWN ON DRAFT PLAN
 (10) AS SHOWN ON KEY PLAN (11) AS SHOWN ON DRAFT PLAN (12) AS SHOWN ON DRAFT PLAN
 (13) AS SHOWN ON KEY PLAN (14) AS SHOWN ON DRAFT PLAN (15) AS SHOWN ON DRAFT PLAN
 (16) AS SHOWN ON KEY PLAN (17) AS SHOWN ON DRAFT PLAN (18) AS SHOWN ON DRAFT PLAN
 (19) AS SHOWN ON KEY PLAN (20) AS SHOWN ON DRAFT PLAN (21) AS SHOWN ON DRAFT PLAN

Underwood McLellan (1977) Ltd
CONSULTING ENGINEERS AND PLANNERS
80 CROFTVIEW ROAD, SUITE 300, MILTON, ONT. L6T 1K6
 DRAWN BY: S.L.L. PROJECT NO: 2187-002
 CHECKED BY: J.W.C.
 APPROVED BY: [Signature]
 DATE: DEC 30, 1978 CHAROLAIS BLOCK
 SCALE: 1:10000
 CITY OF BRAMPTON
 REG. NO. 10003-2

SCHEDULE "C1"

NORTH



**PROPOSED DRAFT PLAN
OF SUBDIVISION**
LOT 1, CONC 1, WHS
CITY OF BRAMPTON, REGION OF PEEL

LAND USE SCHEDULE	UNITS	HECTARES
LAND USE		
3000 F FAMILY	4	
2000 LOT 1 W	181	
1000 RESIDENTIAL	77	
GROUP A	77	
GROUP B	72	
TOTAL RESIDENTIAL	321	12.70 Ha
OPEN SPACE		8.00 Ha
PUBLIC AND HIGHWAYS		2.02 Ha
PUBLIC SCHOOL		6.02 Ha
PARKS & RECREATION		3.30 Ha
TOTAL SUBDIVISION	321	20.77 Ha (49 808 Ac)

NOTE: DIMENSIONS ARE IN METRIC UNITS. REVISED: JUNE 8, 1978

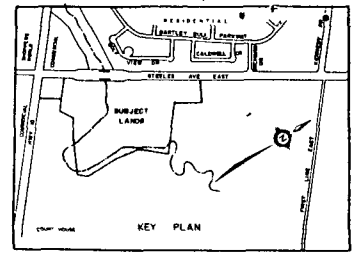
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE DIMENSIONS OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THE RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.
R.W. PEZZOLO
Surveyor
Nov 15, 1978

OWNER'S CERTIFICATE
I HEREBY AUTHORIZE UNDERWOOD MCLLELLAN (1977) LTD TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.
UNDERWOOD MCLLELLAN (1977) LTD
Nov 21, 1978

ADDITIONAL INFORMATION
AS PER SECTION 33 (1) OF THE PLANNING ACT, R.S.O. 1970 CHAPTER 160, 074:
(a) AS SHOWN ON DRAFT PLAN (b) AS SHOWN ON DRAFT PLAN (c) CLY
(d) AS SHOWN ON DRAFT PLAN (e) AS SHOWN ON DRAFT PLAN (f) AS SHOWN ON DRAFT PLAN
(g) AS SHOWN ON DRAFT PLAN (h) AS SHOWN ON DRAFT PLAN (i) AS SHOWN ON DRAFT PLAN
(j) AS SHOWN ON DRAFT PLAN (k) AS SHOWN ON DRAFT PLAN (l) AS SHOWN ON DRAFT PLAN
(m) AS SHOWN ON DRAFT PLAN (n) AS SHOWN ON DRAFT PLAN (o) AS SHOWN ON DRAFT PLAN
(p) AS SHOWN ON DRAFT PLAN (q) AS SHOWN ON DRAFT PLAN (r) AS SHOWN ON DRAFT PLAN
(s) AS SHOWN ON DRAFT PLAN (t) AS SHOWN ON DRAFT PLAN (u) AS SHOWN ON DRAFT PLAN
(v) AS SHOWN ON DRAFT PLAN (w) AS SHOWN ON DRAFT PLAN (x) AS SHOWN ON DRAFT PLAN
(y) AS SHOWN ON DRAFT PLAN (z) AS SHOWN ON DRAFT PLAN

Underwood McLellan (1977) Ltd INC
25 Colborne Ave. (Brimley Terminal) Ontario M9M 3K4
PROJECT NO: 3127 003
DRAWN BY: D.H.
DATE: DEC 20 1978
PROJECT: McJURCHIE BLOCK
SCALE: 1:1000
NORTH

SCHEDULE "C2"

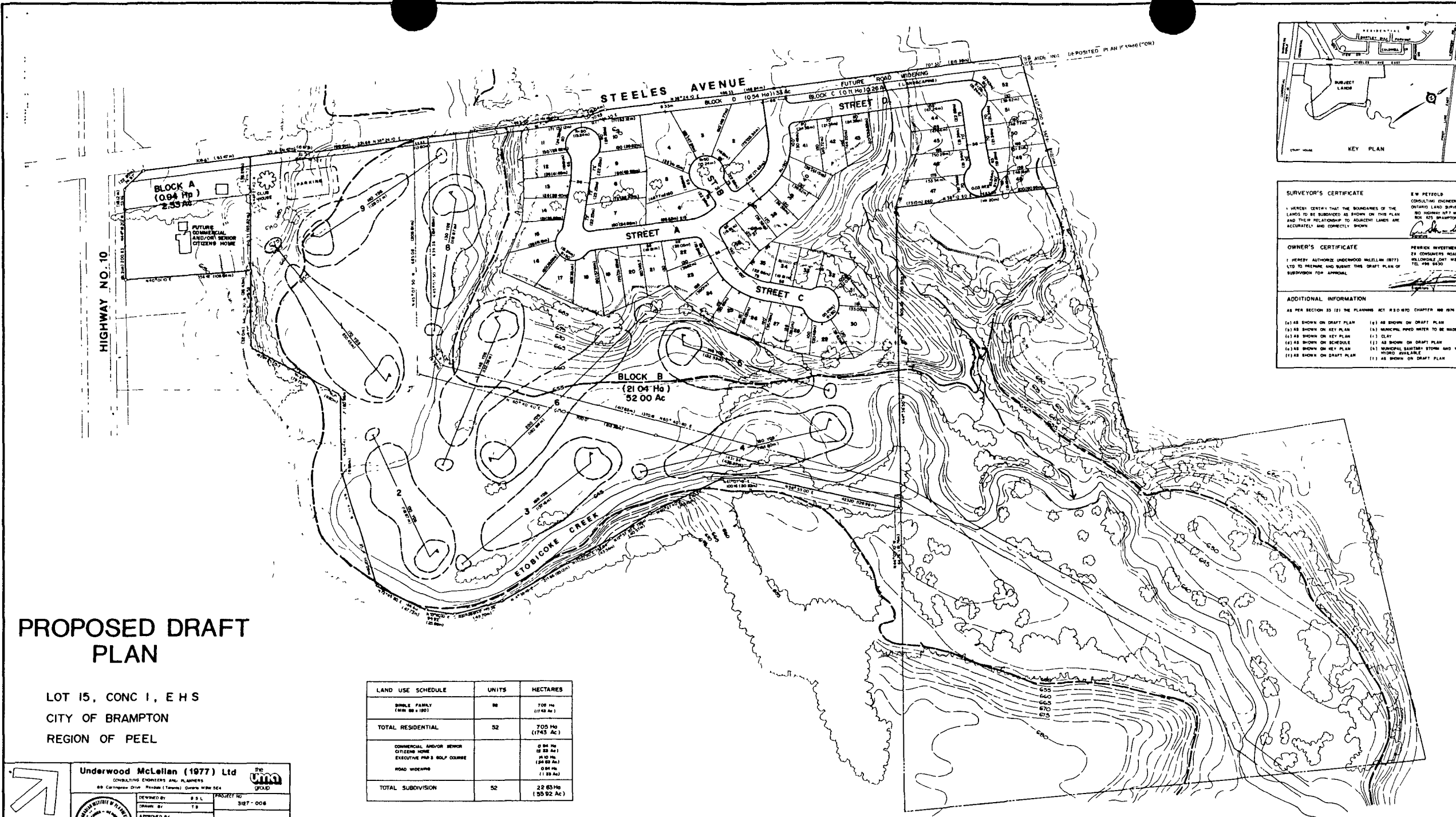


SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.
 E.W. PETZOLD
 CONSULTING ENGINEER
 ONTARIO LAND SURVEYOR
 800 HIGHWAY 107 WEST (UNIT 11)
 BOX 425 BRAMPTON ONTARIO
 CANADA

OWNER'S CERTIFICATE
 I HEREBY AUTHORIZE UNDERWOOD McLELLAN (1977) LTD TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION FOR APPROVAL.
 PERRICH INVESTMENTS LIMITED
 28 CONSUMERS ROAD SUITE 500
 WILLOWDALE ONT M2J 4K8
 TEL: 499-8430

ADDITIONAL INFORMATION
 AS PER SECTION 33 (2) THE PLANNING ACT R.S.O. 1990 CHAPTER M56 1974

(a) AS SHOWN ON DRAFT PLAN	(g) AS SHOWN ON DRAFT PLAN
(b) AS SHOWN ON KEY PLAN	(h) MUNICIPAL PAVED WATER TO BE MADE AVAILABLE
(c) AS SHOWN ON KEY PLAN	(i) CLAY
(d) AS SHOWN ON SCHEDULE	(j) AS SHOWN ON DRAFT PLAN
(e) AS SHOWN ON KEY PLAN	(k) MUNICIPAL SANITARY STORM AND WATER WORKS AVAILABLE
(f) AS SHOWN ON DRAFT PLAN	(l) AS SHOWN ON DRAFT PLAN



PROPOSED DRAFT PLAN

LOT 15, CONC 1, E H S
 CITY OF BRAMPTON
 REGION OF PEELE

LAND USE SCHEDULE	UNITS	HECTARES
SINGLE FAMILY (MIN 50 x 100)	52	708 Hg (1743 Ac)
TOTAL RESIDENTIAL	52	708 Hg (1743 Ac)
COMMERCIAL AND/OR SENIOR CITIZENS HOME EXECUTIVE PARK & GOLF COURSE ROAD WIDENING		0 94 Hg (23 23 Ac) 0 10 Hg (24 92 Ac) 0 94 Hg (23 23 Ac) 1 22 Hg (29 82 Ac)
TOTAL SUBDIVISION	52	22 83 Hg (56 92 Ac)

Underwood McLellan (1977) Ltd
 CONSULTING ENGINEERS AND PLANNERS
 88 Carleton Place, Toronto (Ontario) Canada M9W 5E4

UMA GROUP

DEIGNED BY: S.S.L. PROJECT NO: 3127-008
 DRAWN BY: T.S.
 APPROVED BY: [Signature]
 DATE: DECEMBER 20 1979 SET: TROSB 9
 SCALE: 1" = 200'

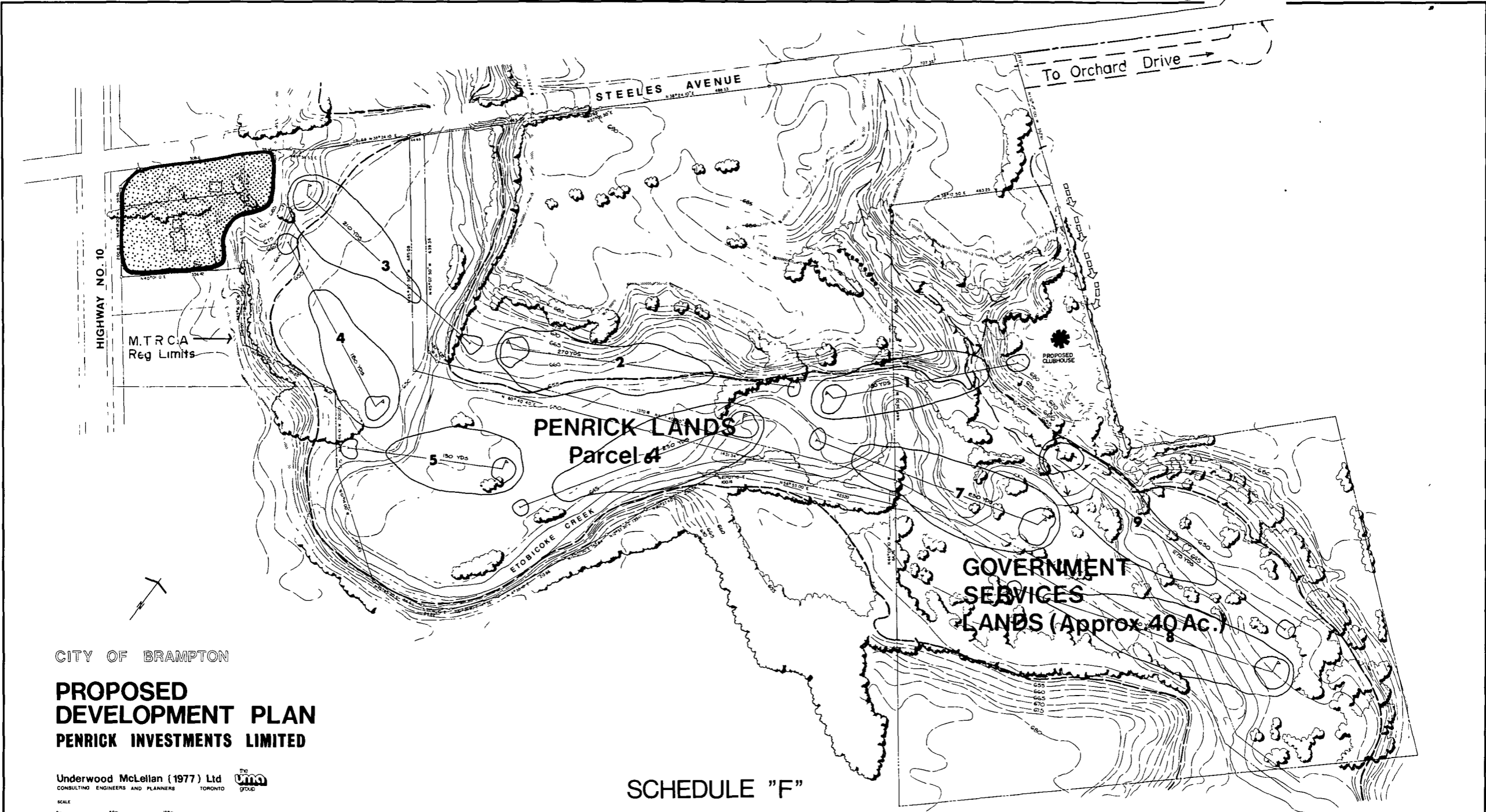
NORTH

SCHEDULE "C3"

CONDITIONS OF DRAFT APPROVAL OF PARCELS 1 AND 3

1. The maximum number of dwelling units permitted in Parcel 1 shall be 325 and in Parcel 3 shall be 321.
2. A minimum building setback of 12.2 metres (40 feet) and a landscaping strip of 4.6 metres (15 feet) shall be provided in all reverse frontage residential lots abutting Charolais Boulevard and McMurphy Avenue except for the flankage lots.
3. Blocks A, B, C, E and F in Parcel 1 and Blocks P & W in Parcel 3 be conveyed to the City as Public Open Space.
4. Block 'D' in Parcel 1 be conveyed to the City.
5. All 0.3 metre (1 foot) reserves and the 3 metre (9.8 foot) walkways as shown on the draft plans be conveyed to the City.
6. All streets and widenings as shown on the draft plans shall be dedicated as public highways upon registration of the plan.
7. All street names shall be subject to approval by the City of Brampton.
8. The applicant shall agree by agreement to ensure that the development of lands adjacent to the existing single family detached dwellings on Parkside Drive would be subject to site plan approval.
9. The applicant shall agree by agreement to support an amendment to the restricted area by-law to regulate the development of the lands for the purposes proposed.

10. The applicant shall agree by agreement to convey all necessary easements for drainage, utility and service purposes as may be required to the appropriate agency or public authority.
11. The applicant shall agree by agreement to satisfy all legal, financial, engineering, landscaping, conservation of existing vegetation and other matters of the City of Brampton and the Region of Peel.
12. The applicant shall agree by agreement to prepare and submit a storm drainage study for the approval by the City and the Metropolitan Toronto and Region Conservation Authority and further to comply with all the requirements of the City and the Metropolitan Toronto and Region Conservation Authority regarding storm water run-off, drainage, erosion, siltation and protection of the valley lands.
13. The applicant shall agree by agreement that no applications for building permits shall be made with respect to any development in Parcel 3, prior to the completion of the westerly extension of Charolais Boulevard, west of McMurchy Avenue.
14. The applicant shall agree by agreement to a staging program acceptable to the City.



CITY OF BRAMPTON

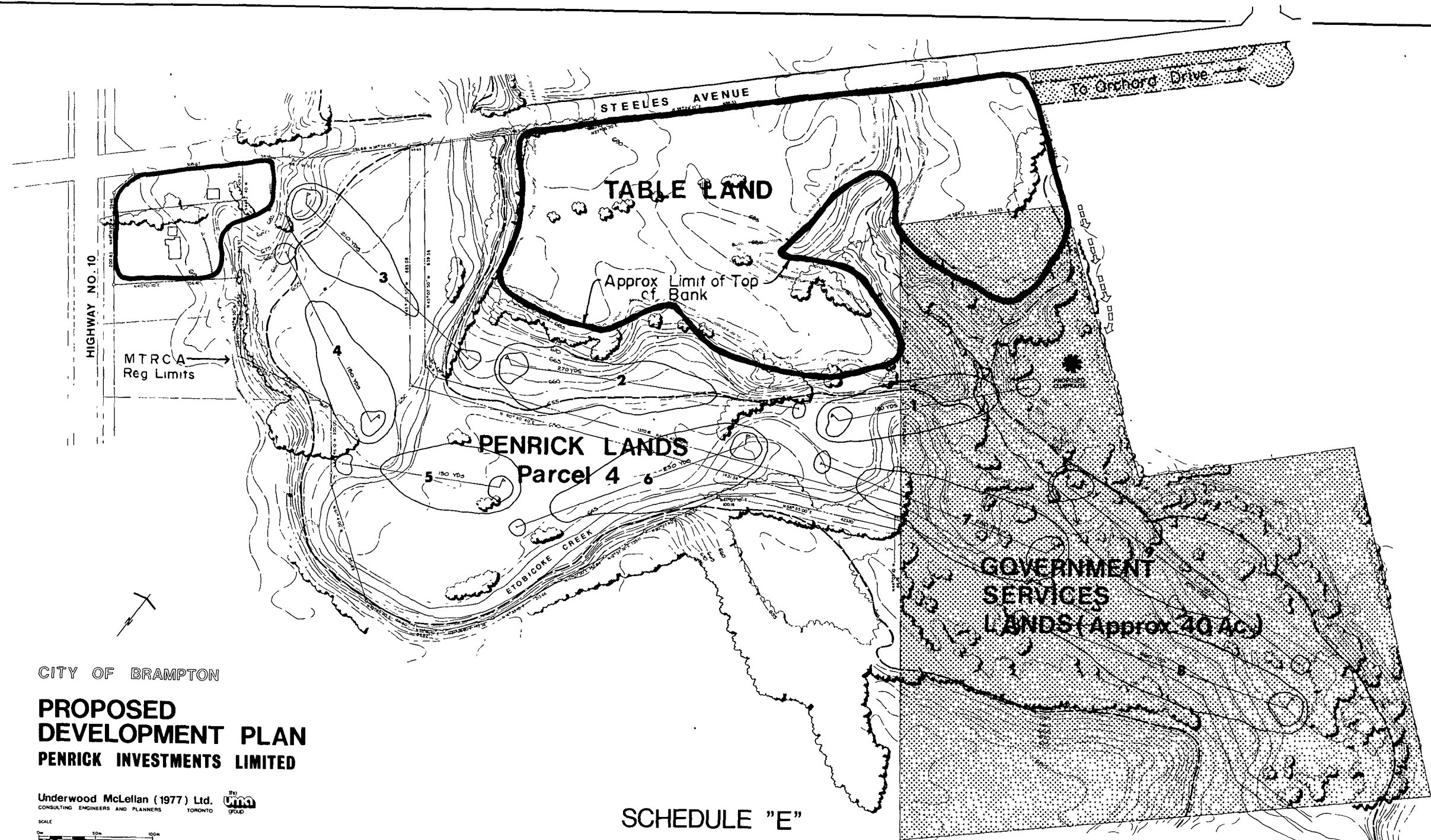
**PROPOSED
DEVELOPMENT PLAN**

PENRICK INVESTMENTS LIMITED

Underwood McLellan (1977) Ltd
CONSULTING ENGINEERS AND PLANNERS TORONTO



SCHEDULE "F"

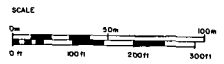


CITY OF BRAMPTON

**PROPOSED
DEVELOPMENT PLAN**

PENRICK INVESTMENTS LIMITED

Underwood McLellan (1977) Ltd. 
 CONSULTING ENGINEERS AND PLANNERS TORONTO



SCHEDULE "E"

DUPLICATE

DATED: 19 JULY 1979

PENRICK INVESTMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

PEEL ELDER DEVELOPMENTS
LIMITED

No. **237924**
Received in the Office of
Land Titles at Brampton at
1:03 Pm on
the *10* day of *Oct* 1979
and entered in
Parcel *1-5*
Section *43- CHING - 1 W.H.S.*

A G R E E M E N T

Vera Foster
Land Registrar

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

PASSED July 19th 1979



BY-LAW

No. 171-79

A By-law to authorize the execution of
an Agreement between Penrick Investments
Limited, The Corporation of the City of
Brampton and Peel Elder Developments Limited.