



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 232-77


A By-law to authorize the execution of an Agreement between the Corporation of the City of Brampton and 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.

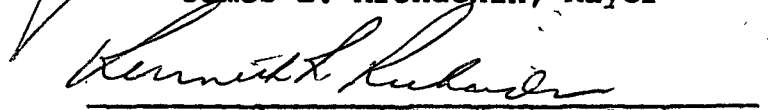
The Council of The Corporation of the City of Brampton

ENACTS as follows:

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and 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, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of September, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 15th day of September, 1977.

B E T W E E N :

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

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

~~XXXXXX~~

~~hereinafter called the 'City'~~

~~OF THE SECOND PART~~

WHEREAS the Owner warrants that it was the owner and the developer of a condominium project constructed on the lands shown on a Survey annexed hereto as Schedule "A".

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 was at all material times 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 insofar 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 north-east corner of MacKay Street South and Maitland Street in the City of Brampton and more particularly described as Block "U" 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, workman-like manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

Ingress
& Egress

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

Access

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 City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth, mud or other materials from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the City Engineer.

6.

Con-
struc-
tion

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
& land-
scaping
plans

Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the City Engineer, the Director of Parks & 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 & 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 & 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 shall be fenced and protected during construction. No existing trees other than those presently approved for removal shall be removed without prior written approval of the City Director of Parks & Recreation. The Owner agrees that the landscape plans for Block "U" shall include the boulevard portion of MacKay Street South and Maitland Street abutting Block "U". 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" and the Owner agrees that all landscaping shall be completed and maintained in accordance with good horticultural practice.

Fencing

The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks & Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Director of Parks & 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.

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 & 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. All internal roads, sidewalks, walkways and parking areas shall be constructed in the locations and in accordance with the dimensions shown on Schedule "A" and the Owner agrees that all internal roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City of Brampton Engineering Department.

Internal Roads

OTHER APPROVALS

12. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands and other matters as the said Region may require. The City shall not be obligated to issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

Regional Services

13. The Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such

Hydro Services

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" have been developed and the units thereon marketed under a condominium corporation. The Owner also has filed with the City of Brampton, prior to application for condominium registration, the proposed by-laws and declaration for the condominium corporation which by-laws and declaration shall be consistent with the City of Brampton condominium policy and/or the approved site plans for the development of the lands shown on Schedule "A".

17. The Owner agrees that all private streets shown on Schedule "A" shall be named with names to be approved by the City and the Region and the Owner agrees to erect street name signs on the roads shown on Schedule "A" and on the abutting public streets in locations and in accordance with specifications to be approved by the City Engineer.

18. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and more particularly, without limiting the generality of the foregoing, it is understood that the building by-law of the City of Brampton and any other laws or regulations governing building standards or construction methods in force in the City of Brampton shall be applicable to the development which takes place on the lands shown on Schedule "A" annexed hereto.

19. The Owner shall not call into question directly or indirectly in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

20. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns

and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

21.

The Owner agrees that this agreement may be registered against Block "U", Plan M-76.

Registration

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.

TIP TOP CONSTRUCTION LIMITED

PER: [Signature]

FLOWERTOWN SHOPPING CENTRE LIMITED

PER: [Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

JAMES E. ARCHDEKIN

MAYOR

[Signature]

KENNETH R. RICHARDSON

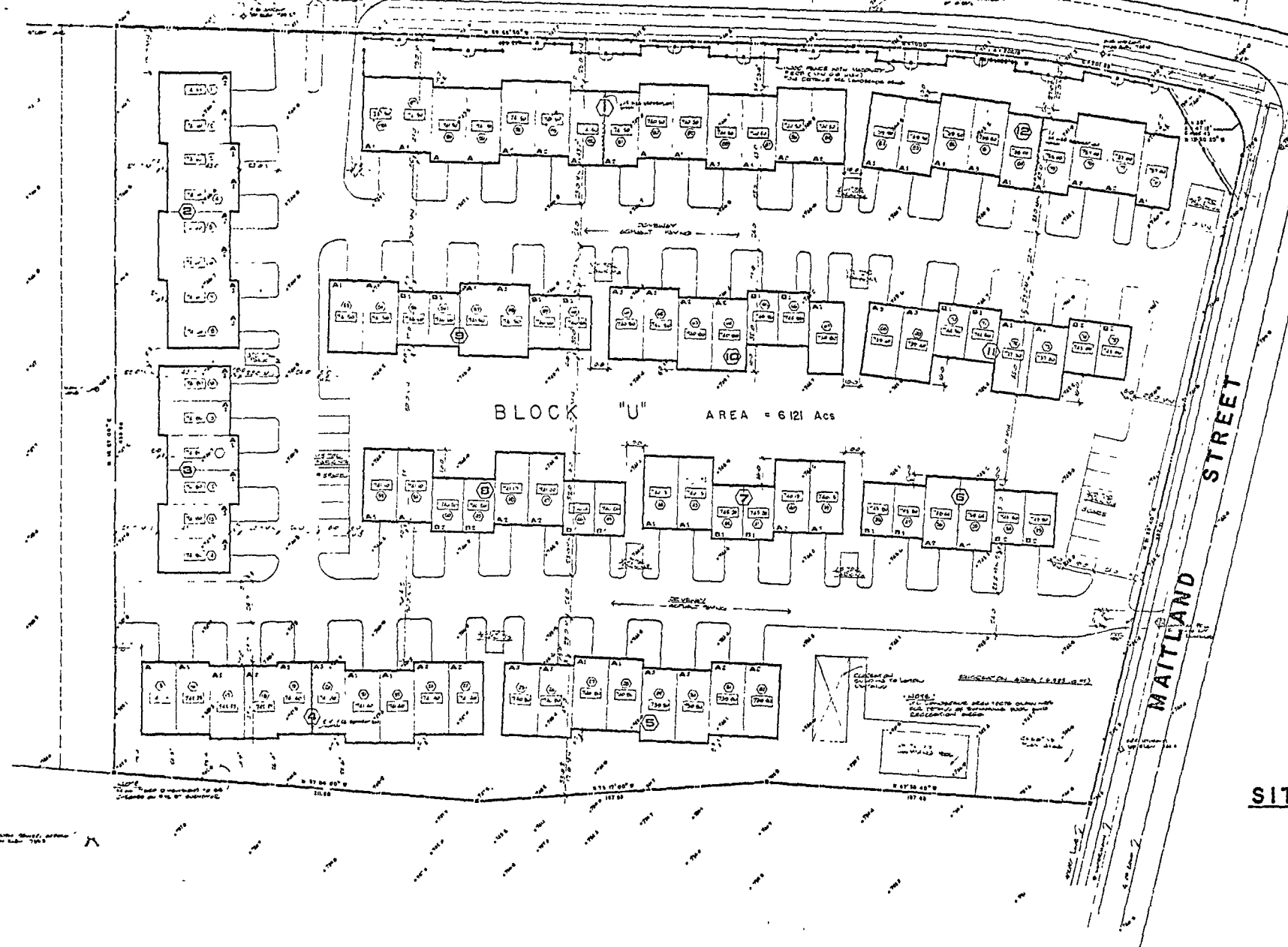
CLERK

SCHEDULE "A"

NO. 100
 of the City of New York, in and to which the following named persons have been appointed as assessors of the City of New York, to assess the value of the real property in the City of New York, and to report the same to the Board of Assessors of the City of New York, at the City Hall, New York, on or before the 1st day of January, 1900.

MACKAY STREET

KEY PLAN



BLOCK "U" AREA = 6.121 Acs



SITE INFORMATION

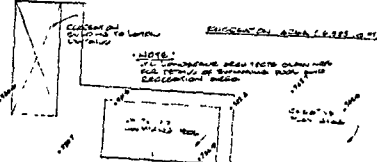
AREA OF SITE . . . 61,210 SQ. FT. . . 6.121 Acs
 AREA OF SITE COVERED BY BUILDINGS . . . 28,100 SQ. FT. . . 2.810 Acs
 AREA OF OPEN AND UNIMPROVED SPACE . . . 33,110 SQ. FT. . . 3.311 Acs

PARKING REQUIREMENTS

PERMITS REQUIRED (TENTATIVE) FOR THIS DEVELOPMENT AS SHOWN ON THIS SITE PLAN
 PERMITS PROVIDED (TENTATIVE) 196 CARS + 200 BICYCLES + 100 MOTORCYCLES

UNIT TYPES

3 BEDROOM + 2 BATHS + BASEMENT UNIT TYPE A
 3 BEDROOM + 3 BATHS + BASEMENT UNIT TYPE B
 SEE DIMENSIONS AND LOCATIONS OF ALL UNITS ON THE PLAN



SITE PLAN

SCALE - 1" REP. 20' 0"

NO.	DATE	REVISIONS

FOR REVIEW ONLY
 CONTRACTOR'S USE ONLY
 SITE PLAN

DATE OF ISSUE
 DATE OF PLAN
 DATE OF SITE PLAN

OWNER'S USE ONLY
 DATE OF ISSUE
 DATE OF PLAN
 DATE OF SITE PLAN

NO. 100

2

PREPARED AND FORWENT
 ARCHITECT

DATED: 15th day of September, 1977

DARCEL CONSTRUCTION COMPANY
TIP TOP CONSTRUCTION LIMITED
FLOWERTOWN SHOPPING CENTRE LIMITED

AND

THE CORPORATION OF
THE CITY OF BRAMPTON

A G R E E M E N T

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

PASSED September 12 19 77



BY-LAW

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