



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 241-78

To authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.
(CITY CENTRE DEVELOPMENT)

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 Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and passed in Open Council this 10th day of October, 1978.


James E. Archdekin, Mayor


K.A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this *10th*
day of *October*, 1978.

B E T W E E N :

BRAMALEA LIMITED

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of lands described as Part of Lot 5, Concession 4, East of Hurontario Street in the City of Brampton and more particularly described as the lands bounded by Highway Number 7 on the north, Dixie Road on the west, Team Canada Drive on the east, and Clark Boulevard on the south; more particularly described in Schedule B hereto attached;

AND WHEREAS the Owner further warrants that the Mortgagees named above are the only mortgagees of the said lands;

AND WHEREAS the Owner has submitted a concept plan for the development of the undeveloped portion of the said lands and a specific proposal for Phase One of the said development and the City is of the opinion that such 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.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to permit the development of the said lands, the parties hereto agree each with the other as follows:

1. The lands located at the south-west corner of Dixie Road and Highway Number 7 in the City of Brampton and more particularly shown on Schedule 'A' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'A' to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule 'A' to those locations shown on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice 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 Owners. The said lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

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

4. 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 Owners twenty-four (24) hours notice to remove and clean up any earth, mud or other material 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 Owners forthwith upon being invoiced therefore by the City Engineer.

5. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.

6. 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 and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer 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.

7. Detailed grading, building and landscaping plans for the lands shown on Schedule 'A' will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall sod, landscape and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along No. 7 Highway adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule 'A' and shall maintain the said landscaping in accordance

with good horticultural practice.

8. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

Glare

OTHER APPROVALS

9. Prior to commencement of any works, 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 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

10. Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not 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.

Hydro Services

FINANCIAL

11. 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.

Taxes

12. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred percent (100%) of the cost of all works on public land required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

Security

13.

Admini-
stration

The Owner shall pay to the City, prior to the issuance of a building permit, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four percent (4%) of the total cost of the works required to be performed on public property by this agreement, to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the work is less than One Hundred Thousand Dollars (\$100,000.00); three and a half percent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three percent (3%) of the cost of the works in excess of Five Hundred Thousand (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

14.

By-laws

Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

15.

Agreement
ing

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.

16.

Bus Bays

The Owner acknowledges that the City will require bus bays on the land affected by this agreement, and the Owner agrees to construct such bus bays in a location satisfactory to the City and to the specifications of the City at such time as the City determines that bus bay construction is appropriate and notifies the Owner.

17.

Future
Devel-
opment

The Owner agrees that all other phases of development within the City Centre shall require a specific site plan approval and development agreement, and that no further development of any lands in the City Centre area, except for the lands shown on Schedule 'A' annexed hereto, shall proceed until:

1. The Owner has submitted to the City for approval by the City a plan showing a safe pedestrian walkway system for the entire Bramalea City Centre property and has entered into an agreement satisfactory to the City with respect to the implementation of the safe pedestrian walkway system as approved by the City, and
2. Until site plan approval has been given by the City and a development agreement has been entered into for the particular development.

18.

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.

19. The Mortgagees join herein to consent to the terms herein
Mortgagees and covenant and agree that in the event that the lands become
vested in the said Mortgagees or any of them, they shall be
required to comply with the terms herein to the same extent as
if they had joined as owners.

20. The lands affected by this agreement are described in
Schedule 'B' attached hereto.
Lands
Affected

21. The covenants, agreements, conditions and undertakings
herein contained on the part of the Owners shall run with the
lands and shall be binding upon them, their successors and
assigns and shall be appurtenant to the adjoining highway in
the ownership of the City of Brampton.
Successors
& assigns

IN WITNESS WHEREOF the Owner has hereunto set its
hands and seals and the City of Brampton and the Regional
Municipality of Peel have caused to be affixed their
corporate seals attested by the hands of their proper officers
duly authorized in that behalf.

BRAMALEA LIMITED

James Smith

Vice President

W. H. ...

Sr. Vice-President

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN

MAYOR

R. J. ...

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

L. H. ...

CHAIRMAN

Larry Button

ACTING CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>241-78</u>
PASSED BY CITY	
COUNCIL ON THE	<u>10th.</u>
DAY OF	<u>OCTOBER</u> 19 <u>78</u>

AUTHORIZATION BY-LAW	
NUMBER	<u>196-78</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE	<u>16TH</u>
DAY OF	<u>NOVEMBER</u> 19 <u>78</u>

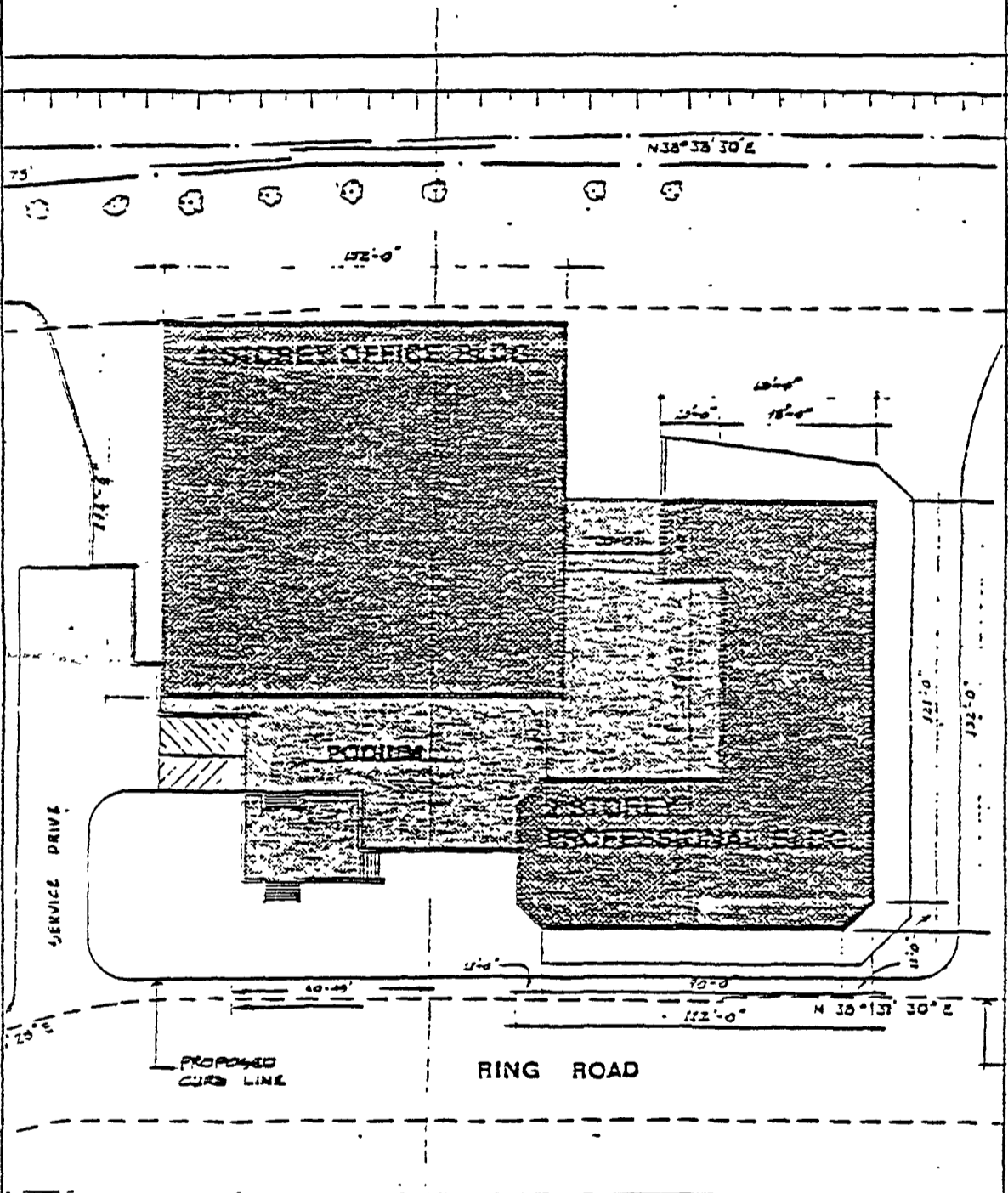
✓

H9-5

SCHEDULE 'A'

HIGHWAY

NO 7



Application		Drawn	D.V.C.
		Date	OCTOBER 1977
Legend	Scale 	File No.	
		Comp. No.	A
		CITY OF BRAMPTON PLANNING DEPARTMENT	

SCHEDULE 'B'

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) and being composed of those parts of the West Half of Lot 5, Concession 4, East of Hurontario Street designated as Parts 1 and 21 on a plan of survey of record deposited in the Land Registry Office for the Land Registry Division of Peel (No. 43) as Plan 43R-5722.

TOGETHER with a free, unobstructed and uninterrupted right-of-way in common with all others entitled thereto for persons and vehicles over, along and upon those parts of Lot 5, Concession 4, East of Hurontario Street in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) designated as Parts 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 23, 24 and 25 on said plan 43R-5722; provided that the aforesaid right-of-way shall cease and determine as to those parts that may at any time be conveyed to and declared by a governmental authority having jurisdiction as being a public road; and provided further that the Mortgagor, its successors and assigns shall have the right to alter and/or relocate the said right-of-way from time to time.

SUBJECT to an easement for the construction, installation, operation, maintenance, inspection, alteration, removal, repairs, replacement, reconstruction, and enlargement of utilities and services under and through the said Part 21 on said plan 43R-5722.

DATED: 10 Oct 1978

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

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

No. 509272
Registry Division of Peel (No. 43).
I CERTIFY that this instrument is registered as

579 1 26 PM 3 43

In The Land
Registry Office
at Brampton,
Ontario.

Nera Forter
LAND REGISTRAR

PASSED October 10 1978



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