

To

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

242-78

Number	242-78		
authorize	the execution of an		
	ween Partition Holdings		

Limited and Victoria Wood Development Corporation Inc. and the Corporation of the City of Brampton (BLOCKS B & C, PLAN 911)

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 Partitition Holdings Limited and Victoria Wood Development Corporation Inc. and The Corporation of the City of Brampton, attached hereto as Schedule "A".

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

verett, Acting Clerk

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 Parcels 3-1 and B-Z

in the Register for Section

of which PARTITION HOLDINGS LIMITED and VICTORIA WOOD DEVELOPMENT CORPORATION INC.

is the registered owner, hereby apply to have

Notice of an Agreement dated the 24th day of June, 1978

made between PARTITION HOLDINGS LIMITED, VICTORIA WOOD DEVELOPMENT CORPORATION INC., and THE CORPORATION OF THE CITY OF BRAMPTON

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.

The address for service is 24 Queen Street East, Brampton, Ontario.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

Laszlo C. Pandy-Szekeres

The Registry Act

DECLARATION UNDER SECTION 23 OF THE ACT

I, Laszlo C. Pandy-Szekeres

of the

of Brampton , do solemnly that I am the solicitor for a party to an agreement 24 June 1978 , made between dated PARTITION HOLDINGS LIMITED, VICTORIA WOOD DEVELOPMENT CORPORATION

INC., and THE CORPORATION OF THE CITY OF BRAMPTON

which affects the following lands:

The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel) and being the whole of Blocks B and C on a plan registered in the Land Registry Office for the Registry Division of Peel (No. 43) as number 911.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Laszlo

Declared before me at the City of Brampton in the Regional Municipality of Peel this 5¹¹ day of April

1979.

ROBERT D. TUFTS, a Commissioner, etc., Judicial District of Peel, for The Corporation of the City of Brampton., Expires May 24th, 1979.

MEMORANDUM OF AGREEMENT made in duplicate this $24^{\frac{70}{4}}$ day of June, 1978.

BETWEEN:

PARTITION HOLDINGS LIMITED and VICTORIA WOOD DEVELOPMENT CORPORATION INC.

hereinafter called the "Owners",

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF BRAMPTON, hereinafter called the "City",

OF THE SECOND PART.

WHEREAS the Owners warrant that they are the owners of the lands designated on Schedule "A" (hereinafter referred to as the "lands");

AND WHEREAS the Owners have applied to the City for a rezoning of the said lands but the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owners that the matters and things referred to in this agreement will be done in the matter 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 rezone the said lands, the parties hereto agree each with the other as follows:

The lands located at the northwest corner of Vodden Street and Heart Lake Road and the southwest corner of Vodden Street and Heart Lake Road in the City of Brampton and being more particularly described as Blocks B and C according to Registered Plan Number 911 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the rezoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ite Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

Nunicipal Ingineer For the purposes of this agreement, "Municipal Engineer" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.

lorks

For the purposes of this agreement, "the works" shall mean all servicing and landscaping required to be done by the Owners under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, hydro electric services and all other works required to be done by the Owners in accordance with this agreement.

arking reas & The Owners shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the buildings, 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 buildings 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.

onstrucion Access

The Owners shall use only such locations for access for uc- construction purposes as the City Engineer may approve.

Maintaining Adjaent paveent During construction the Owners agree 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 Ownerstwenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalk 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.

lonstruc-

The Owners 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.

The final grade of the lands shall be so fixed to the satis-

Frading fund Drainage

faction of the City Engineer that the surface water originating on or tributary to the said lands, including the roof water of 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 Owners to the satisfaction of the City Engineer and the Building and Zoning Co-ordinator and shall be connected to the trunk sewer system of the City as a point on an access road adjacent to the property as designated by the City Engineer.

[nternal
Roads, etc.

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's standards for pavement strength and all work shall be subject to supervision and inspection by a representative of the City of Brampton Engineering Department.

Detailed grading, building and landscaping plans for LO.

the buildings and lands will be filed by the Owners and be subject Grading, ouilding and landscaping to the approval of the City Engineer, the Director of Parks and olans and

Recreation and the Building and Zoning Co-ordinator prior to approvals.

issuance of any building permits. The Owners shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes and all other things required by this agreement or by the City Engineer shall be carried out by the Owners 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 Owners covenant for themselves, their heirs and assigns, that they 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 the prior written approval of the City Director

-l. ot-lot of Parks and Recreation.

The Owners agree that the landscape plan to be submitted with respect to the lands shall include the proposed location for a child play area to be constructed by the Owners and the Owners agree to construct the said child play area in the location approved on the said landscape plan. The Owners agree that all landscaping as shown on the approved landscape plan shall be completed by the Owners within one year following the date of the first occupancy of any dwelling unit within the lands designated on Schedule "A" annexed hereto.

12. lood-Lighting

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

ccupancy ermits

3.

The Owners covenant that they will not permit the occupancy of any building or part thereof hereafter erected on the said lands until the "basic services" (including sanitary sewers, internal watermains, internal storm sewers, service connections and plumbing) and parking areas and private driveways are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly installed and approved and the necessary occupancy permit, as required by the City Building By-law, has been issued. The Engineer may, in his sole discretion, upon request from the Owners authorize the Building and Zoning Co-ordinator to issue occupancy permits prior to the completion of parking areas and private driveways provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

lommenceent of lonstrucThe Owners shall not commence construction of any of the works required by this agreement until the detailed plans and specifications of such works have been approved by the Municipal Engineer and such approval has been signified by the signature of the Municipal Engineer on the original plans and specifications but such signature shall not absolve the Owners of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owners.

OTHER APPROVALS

.5. Reconal Reward and Reward and Reward Approvals The City shall not issue any building permits until provided with confirmation from the Region that regional services are available.

16. Iydro Services The Owners 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 be obligated to issue any building permits until provided with confirmation by

the authority that the agreements provided for in this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

laves

The Owners agree 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 Owners also agree 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.

\dministrative

The Owners shall pay to the City prior to the issuance of any building permit for any buildings within the lands shown on Schedule "A", 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 per cent (4%) of the total cost of the works required to be done on public property or on lands required to be dedicated for public purposes, 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 per cent (3-1/2%) 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 per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$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 in proportion to the estimated cost of the works for which each of the City and the Region is responsible.

l9.

Levies

The Owners covenant and agree to pay to the City the following development levies:

(a) the sum of \$1,218.00 in respect of each dwelling unit in a single family, semi-detached or townhouse

building or any multiple residential building not exceeding three storeys in height;

- (b) the sum of \$1,037.00 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700.00 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or onebedroom apartments; and
- (d) the sum of \$588.00 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a singlefamily or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a singlefamily or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

Road and Bridge Jevy

20.

In addition to all other payments and levies provided for herein, the Owners agree to pay a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with the base to be as of January 15, 1976 with review based on the latest Index reflecting construction costs as of January 15th of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) at the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owners shall construct two lanes to the arterial road in accordance with the City's specifications and the Owners shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owners, then the Owners will be reimbursed for the difference.

?1. \rchi-:ectural !ontrol The Owners 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 Owners;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owners 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 Owners 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.

The Owners and the City recognize that because of the proximity of the proposed development to Heart Lake Road, it will be necessary to take certain steps to alleviate the adverse impact of traffic noise on the proposed development. Therefore, the Owners agree at their own expense to provide a nine foot (9'0") high berm along the entire easterly side of the property between the easterly property limit and the buildings to be erected as designated on Schedule "A" annexed hereto. The Owners also agree that all exterior walls located or partially located within seventy-five (75'0") of the easterly boundary of the property shall be constructed with brick veneer cladding and double glazed windows.

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Condo-

:3.

The Owners agree that the lands shown on Schedule "A" shall be developed and the units thereon marketed under a condominium corporation. The Owners also agree and undertake to file 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 approved site plan for the development of the lands shown on Schedule "A" and with the City of Brampton condominium policy insofar as that policy is not inconsistent with the approved site plans.

treet ame igns

The Owners agree that all private streets shown on Schedule "A" shall be named with names to be approved by the City and the Region and the Owners agree 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.

encing

The Owners agree to fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks and Recreation and the location and type of fencing shall be indicated on the landscape plans to be approved by the Director of Parks and Recreation and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to the first occupancy.



The Owners agree that each agreement of purchase and sale for any unit located on the lands shown on Schedule "A" to this agreement shall contain a clause advising the prospective purchaser that Heart Lake Road may be constructed to expressway standards. The Owners also agree that during the entire time that all the units are being marketed to all the first occupants, a sign or signs will be placed and maintained on the property indicating to the public the fact that Heart Lake Road may be constructed to expressway standards.

27. Lity By-laws Notwithstanding any of the provisions of this agreement, the Owners, their successors and assigns, their 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.

greeent linding The Owners shall not call into question directly or indirectly in any proceeding 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 Owners in any such proceedings.

uccessors

9.

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 and upon their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

Regisration of Agreeent The Owners agree that this agreement shall be registered or deposited against the title to the lands shown on Schedule "A" in the appropriate Registry Office or Land Titles Office and the Owners agree to execute such further assurances as may be requisite.

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.

PARTITION HOLDINGS LIMITED

A ROLLING SEELS

LEE .

VICTORIA WOOD DEVELOPMENT CORPORATION

INC.

de. ADA Sentiches

THE CORPORATION OF THE CITY OF

BRAMPTON

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JAMES E. ARCHDEKIN

MAYOD

RAT.PH A

EVERETT

ACTING CLERK

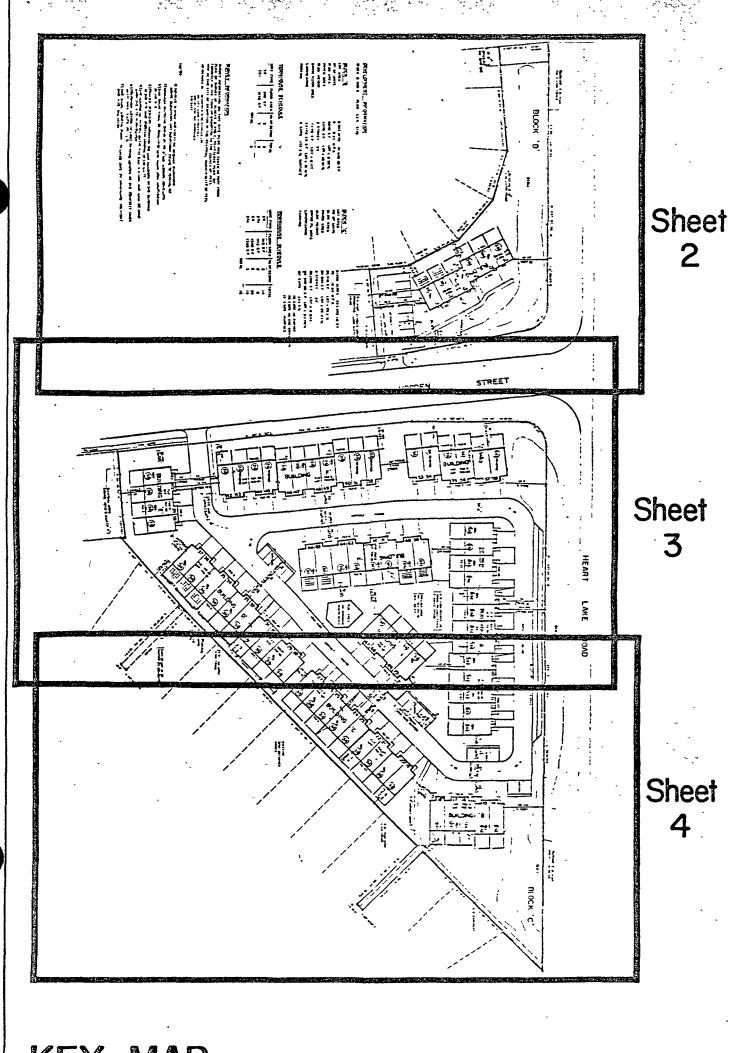
AUTHORIZATION BY-LAW

NUMBER 242-18

PASSED BY CITY

COUNCIL ON THE 10 Ch.

DAY OF SCTOBER 19 78.

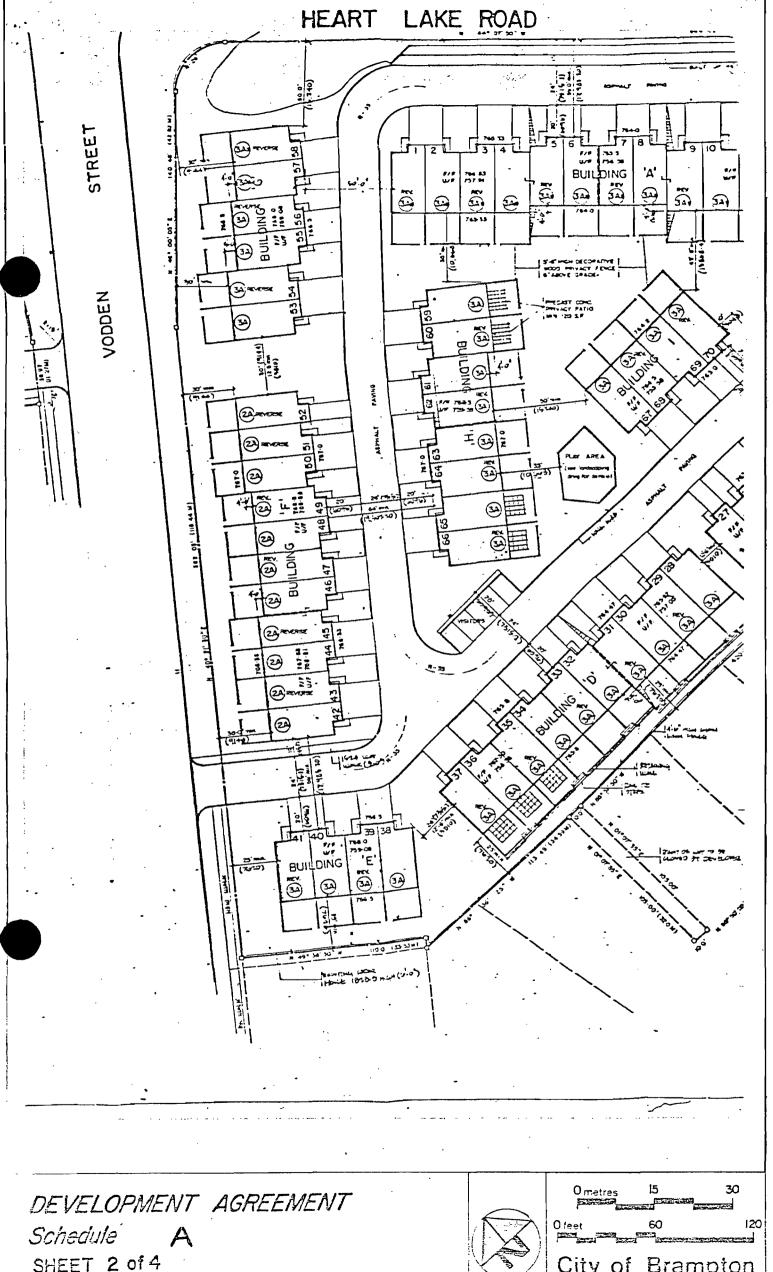


KEY MAP

DEVELOPMENT AGREEMENT
Schedule A
SHEET 1 of 4

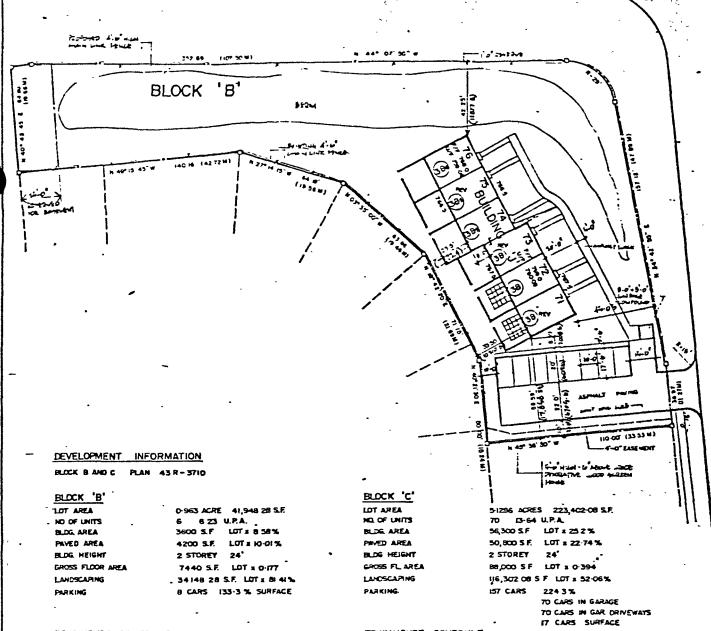
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O leet 125 25
City of Brampton

Planning Department



Drawn by DVC. _ Date-1978 06 21

C2E72

City of Brampton Planning Department 

TOWNHOUSE SCHEDULE

	UNIT TYPE	FLOOR AREA	No OF BEDRM	TOTAL
	38	1199 S.F.	3	3
-	. 3Bs	1240 S.F.	3 .	3
		•	TOTAL	

TOWNHOUSE SCHEDULE

v	UT TYPE	FLOOR AREA	NO OF BEDRA	TOTAL
	ZA	1112 S F	Z	14
	2As	1112 S.E.	2	2
	34	1300 S.F.	3	39
	3As	1300 S.F) 3	j 15
		• .	TOTAL	70

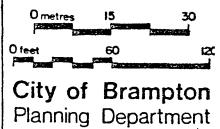
SURVEY INFORMATION

SURVEY INFORMATION ON THIS SITE PLAN WAS TAKEN IN PART FROM PLAN OF SURVEY OF BLDCKS B AND C, REGISTERED PLAN 911 FORMERLY IN THE TOWN OF BRAMPTON IN THE COUNTY OF PEEL NOW IN THE CITY OF BRAMPTON IN THE REGIONAL MUNICIPALITY OF PEEL AS PREPARED BY SCHAPPER B REINTHALER LTD. ONTARTO LAND SURVEYORS 460 WILSON AND DOWNSVIEW 600 9-423

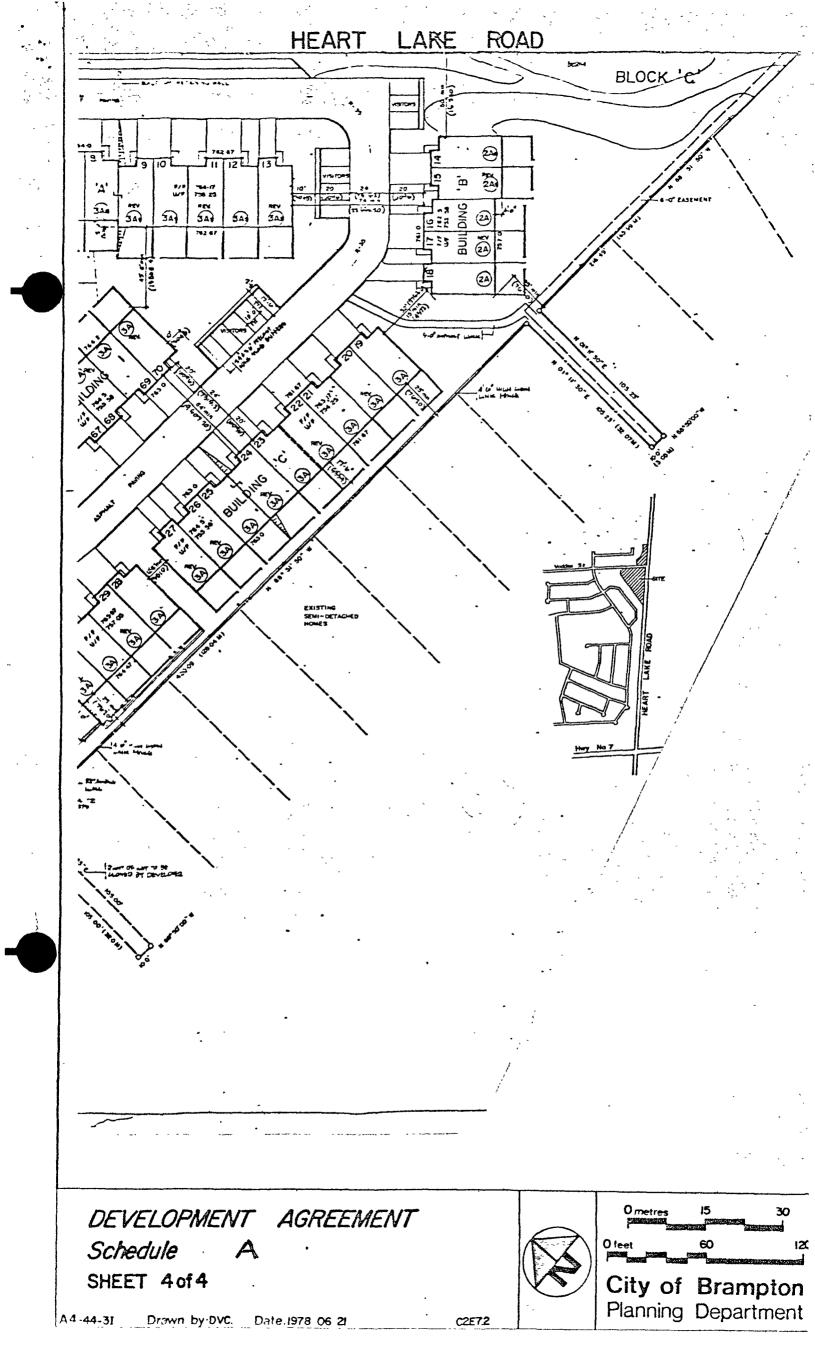
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DEVELOPMENT AGREEMENT Schedule SHEET 3 of 4





A4-44-36 Drawn by: DVC. Date: 1978 06 21



DATED: JUNE 247H, 1978

No. : 510496 Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1975 APR 5 111 3 119

In The Ladd Registry effice at Brampton, Ontario.

LAND REGISTRAR

217093

No.
Received in the Office of
Land Titles at Brampton at

12.01 000.

the 2 day of May 1979

and entered in

Parcel &-1/6-2/

Section 43-911

Nera Sorter
Land Registrar

PARTITION HOLDINGS LIMITED and VICTORIA WOOD DEVELOPMENT CORPORATION INCORPORATED

and

THE CORPORATION OF THE CITY OF BRAMPTON

AGREEMENT

JOHN G. METRAS
City Solicitor
CITY OF BRAMPTON
24 QUEEN ST. E.
BRAMPTON, ONT. L6V 1A4

WEIR & FOULDS 330 University Avenue Toronto, Ontario

N

October 10 78
PASSED ______19_____



BY-LAW

No._____



Ontario Municipal Board
IS THE MATTER OF Section 35(22) of
The Planning Act (R.S.O. 1970, c. 349).

- 206 -

THE MATTER OF an appeal by Victoria Wood Development Corporation Incorporated for an erder directing an amendment to By-lax 2647 of the City of Brampton to change the permitted use of certain lands comprising of Blocks B and C according to Registered Plan 911 from Besidential Development RD to Et Special to permit condominium townhousing at a density Bo greater than 7 units per acre upon Block B and BO greater than 14 units per acre upon Block B

BEFORE:

D. S. COLBOURNE, Vice-Chairman

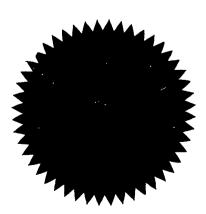
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J. HADDS,

Friday, the 3rd day of Nevember, 1978

THIS AFFEAL having come on for public hearing on the 6th and 7th days of July, 1976 at the City of Brampton and on the 8th day of July, 1976 at the City of Toronto, and after the hearing of the appeal the Board having reserved its decision; and it now appearing that the council of the Corporation of the City of Brampton having on the 10th day of October, 1978 passed By-law 243-76 exending By-law 2647 in eccordance with the appeal of the said Victoria Mood Development Corporation Incorporated and having caused a certified copy thereof to be filed;

THE BOARD CROTERS that Hy-law 243-78 is boreby approved.



SECTION

ENTERED

0. 8. No. 975-6

Folio No. 35/

NOV 8 1978

SECRETARY, ONTARIO, MUNICIPAL BOARD