



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

33-77

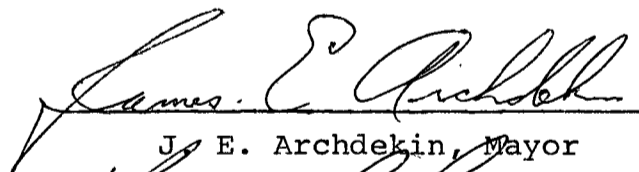
Number _____

A By-law to authorize the execution of an Agreement between Jurian Investments Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

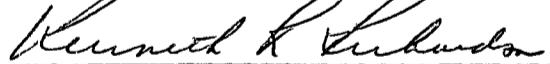
The Council of the Corporation of the City of Brampton
ENACTS as follows:-

That the Mayor and Clerk are hereby authorized to execute an Agreement between Jurian Investments 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 14th day of February, 1977.



J. E. Archdekin, Mayor



K. R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 19th
day of January, 1977

B E T W E E N :

JURIAN INVESTMENTS 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

THE TORONTO-DOMINION BANK

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that he is the owner
of the lands shown on Schedule "A" annexed hereto and further
warrants that the Mortgagees are the only mortgagees of the
said lands;

AND WHEREAS the Owner has applied to the City for rezoning of the said lands and the City is of the opinion that such rezoning 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 rezone the said lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located on the northeast corner of Steeles Avenue and Rutherford Road in the City of Brampton described as part of Lot 1, Concession 2, east of Hurontario Street in the City of Brampton, and shown on Schedule "A" to this agreement shall be developed and maintained only in accordance with the site plan annexed hereto as Schedule "A" and shall be used only for the purposes permitted under a rezoning by-law to be passed by the City of Brampton provided that the said by-law receives Ontario Municipal Board approval and this agreement shall come into effect only upon Ontario Municipal Board approval of the said rezoning by-law.

GENERAL

2. 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 Owner, his agents, servants, employees, sub-contractors or material suppliers. The lands shall be graded in a proper workmanlike manner and the lands and abutting roads shall be maintained in a clean state subject only to the necessary construction conditions from time to time. 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 building will be discharged into the storm sewer system of the City in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator. The Owner agrees to construct curbs in locations to be approved by the City Engineer and in accordance with specifications to be approved by the City Engineer. The Owner agrees to construct and maintain, to the standards of the City Engineer, properly surfaced and marked parking areas as shown on Schedule "A".

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 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 therefor 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 and engineering plans for all services 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 any building permits. 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 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 Rutherford Road and Steeles Avenue 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".

8. The Owner agrees to erect a split rib block wall with coping to a height of four feet above grade on the northerly and easterly boundaries of the lands shown on Schedule "A". The said wall to be erected in accordance with specifications to be approved by the City.

9. The Owner covenants for itself, its successors and assigns that it will pave, mark, and maintain all driveways and parking areas as shown on Schedule "A" and all such parking areas shall be completed to the satisfaction of the City Engineer within twelve months following the issuance of a building permit for any building on the lands shown on Schedule "A".

10. The Owner agrees to construct turnlanes on Rutherford Road in accordance with plans and specifications to be approved by the City Engineer.

11. The Owner agrees to construct a sidewalk along the Rutherford Road frontage of the lands shown on Schedule "A" in a location and in accordance with plans and specifications to be approved by the City Engineer.

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

OTHER APPROVALS

13. 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, regional roads within or affected by the development and necessary improvements thereto, 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.

14. 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 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

15. 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.

16. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of all works on public property 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.

17. 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, a fee of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

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

19. 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.

20. The Mortgagees join herein to consent to the terms herein 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.

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.

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 seal attested by the the hands of their proper officers duly authorized in that behalf.

JURIAN INVESTMENTS ~~INC.~~ LIMITED *[Signature]*

[Signature]

President

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

[Signature]

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
NUMBER **29-77**.....
PASSED BY THE REGIONAL
COUNCIL ON THE **10th**.....
DAY OF **MARCH**..... 19 **77**.

[Signature]

CHAIRMAN
[Signature]

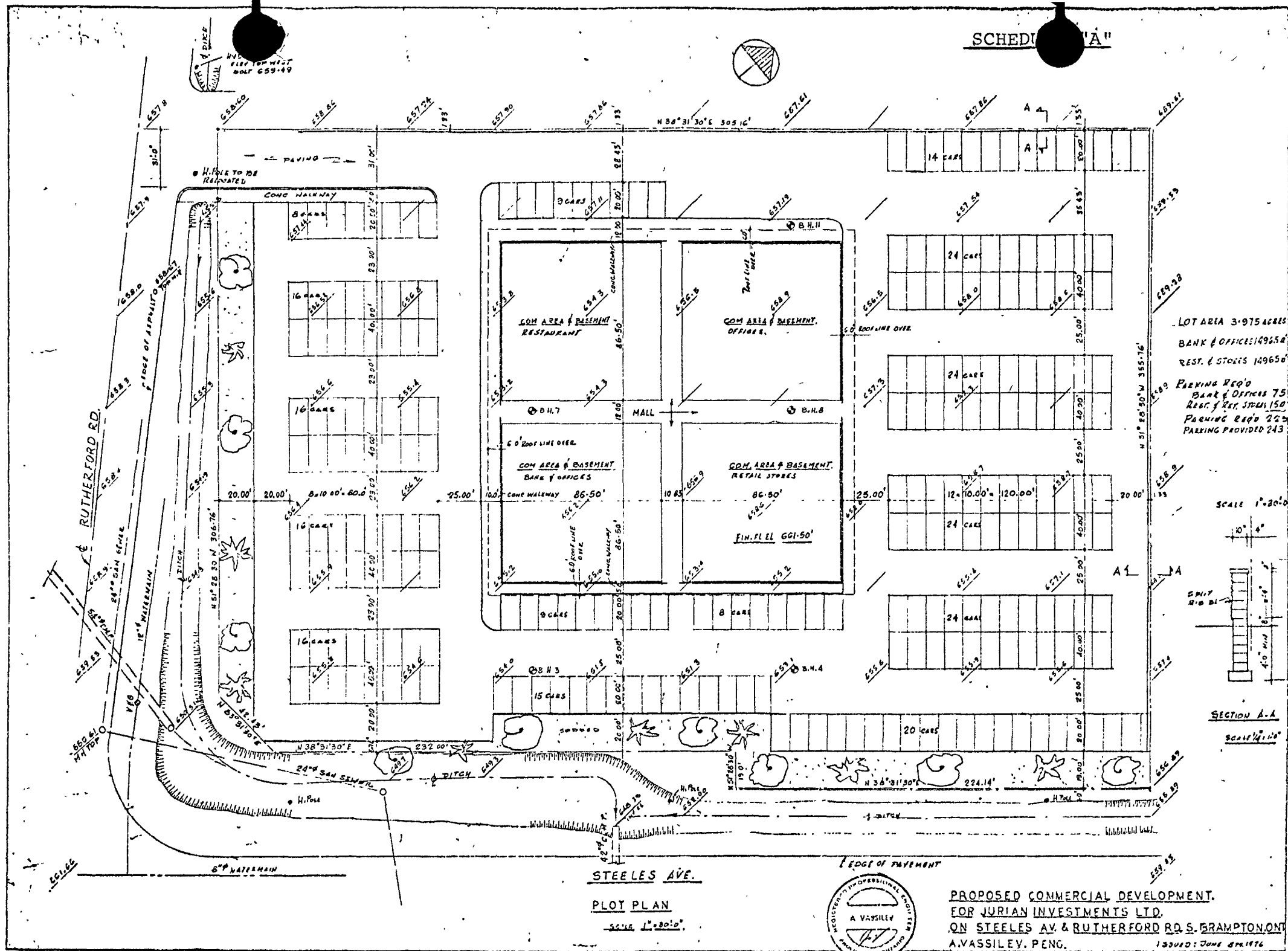
CLERK.

THE TORONTO-DOMINION BANK

[Signature]

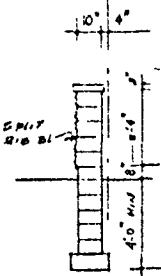
ASSISTANT GENERAL MANAGER

K
AP
I.P.S.
NO **F**
8368
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LEASE



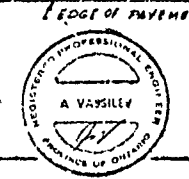
LOT AREA 3.975 ACRES
 BANK & OFFICES 149650'
 REST. & STORES 149650'
 PARKING REQ'D
 Bank & Offices 75'
 REST. & RET. STORES 150'
 PARKING REQ'D 225'
 PARKING PROVIDED 243'

SCALE 1"=30'-0"



PLOT PLAN

SCALE 1"=30'-0"



PROPOSED COMMERCIAL DEVELOPMENT.
 FOR JURIAN INVESTMENTS LTD.
 ON STEELES AV. & RUTHERFORD RD. S. BRAMPTON, ONT.
 A. VASSILIEV, P. ENG.
 133020: JUNE 28, 1976

DATED

JURIAN INVESTMENTS LTD.

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

THE TORONTO-DOMINION BANK

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