



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 36-83


To authorize the execution of an agreement between Jose Alcindo Viera, Jose Moniz Mota, Jose Melo Monteiro, Manuel Luis Viveiros, The City of Brampton and William Kingdom and Lillian Watson and Mabel Setterfield

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated February 7, 1983 between Jose Alcindo Viera, Jose Moniz Mota, Jose Melo Monteiro, Manuel Luis Viveiros, William Kingdom and Lillian Watson and Mabel Setterfield and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of February , 1983.

  
KENNETH G. WHILLANS MAYOR

  
RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this

<sup>7th.</sup> day of FEBRUARY, 1983.

B E T W E E N :

JOSE ALCINDO VIERIA, of the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, JOSE MONIZ MOTA, of the City of Toronto, in the Municipality of Metropolitan Toronto, JOSE MELO MONTEIRO, of the City of Cambridge, in the Regional Municipality of Waterloo, and MANUEL LUIS VIVEIROS, of the City of Toronto, in the Municipality of Metropolitan Toronto, as partnership property

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

WILLIAM KINGDOM and LILLIAN WATSON, and MABEL SETTERFIELD

hereinafter called the "Mortgagees"

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this 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;

JANUARY/82

AND WHEREAS the lands are situate in the site plan control area designated by By-law 50-82 passed pursuant to section 40 of the Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1. Works For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2. approved Site Plan 2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D

attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 325, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.

Commis-  
sioner of  
Public  
Works

For the purpose of this agreement,  
"Commissioner of Public Works" shall mean the Commissioner of Public Works for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.

Ingress  
Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking

areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.                   The Owner shall use only such locations for  
Access               access for construction purposes as the Commissioner of  
Public Works may approve.

6.                   6.1               During construction, the Owner agrees to  
Clean               employ and keep employed a sufficient number of sweepers  
Site               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 mud. The Commissioner of Public  
Works may give the Owner twenty-four (24) hours notice to  
remove and clean up any earth and mud from such pavement  
and sidewalks and in default the Commissioner may cause  
such work to be done either by the Municipality'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 Commissioner.

6.2               The Owner shall take all precautions necessary  
to protect the public against injury on any lands set out  
in the site plan and where necessary keep danger signals  
out at night and at such other times and places as public  
safety may required.

7.                   The Owner will be responsible for any damage  
Construc-           caused to the roadways, curbs, pavements, boulevards or  
tion               plantings thereon caused by the construction carried out  
on the Owner's site by the Owner, its agents, servants,  
employees, subcontractors or material suppliers.

All matters incidental to the provision of all  
the works and other matters referred to in this agreement  
and shown on the site plan and all other approved plans



of Public Works, the Commissioner of Buildings and By-law Enforcement and the Commissioner of Planning and Development as the case may be.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10.  
Addi-  
tional  
Works

If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.  
Existing  
Trees

All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.  
Occupancy

The Owner covenants that it will not permit the occupation of any building or parts thereof hereafter erected on the lands:

- 12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and
- 12.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and
- 12.3 the landscape plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.  
Landscap-  
ing and  
Fencing

13.1 The Commissioner of Planning and Development, may in his sole discretion, not require the landscape plan required by this agreement to be approved prior to the issue of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted and approved by the Commissioner of Planning and Development prior to the issue of an occupancy permit for any building or parts thereof as shown on the site plan prior to the issue of an



occupancy permit as required by the City's by-laws and the Owner further acknowledges that this occupancy permit will not be issued until the landscape plan is approved.

13.2 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape plan referred to in Schedule B attached hereto, or shall be shown on the landscape plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.

Regional  
Services

The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services

and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

15. The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

Hydro Services

FINANCIAL

16. 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 a building permit is issued.

Taxes

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

Security

17.1.1 all the works required by this agreement to be constructed on public lands.

Security Required:  $\frac{\text{TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS}}{\text{PRIOR TO ISSUANCE OF BUILDING PERMIT.}}$

17.1.2 all landscaping and fencing shown on the approved landscape plan.

Security Required:  $\frac{\text{TO BE DETERMINED BY THE COMMISSIONER OF PLANNING AND DEVELOPMENT}}{\text{PRIOR TO ISSUANCE OF BUILDING PERMIT.}}$

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.

Security Required: \$           N I L          

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works

for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default  
& Entry  
on the  
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose

decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

18.1 be issued in the joint names of the Owner and the City (or include as an additional insured, the City);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;

18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;

18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

GENERAL

19. Convey-  
ances

19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's  
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is the registered owner thereof.

20. Glare

All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.

21. Snow  
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

22. Indemni-  
fication

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreements.

23. The  
Mechanics'  
Lien Act

23.1 The Owner shall comply with all of the provisions of the Mechanics' Lien Act, R.S.O. 1980, chapter 261, as amended, from time to time (herein called the "Act"), and without limiting the generality of the

foregoing, shall hold in its possession the statutory holdback and any additional amounts required to be held by reason of any notice received pursuant to the Act. These funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, within ten (10) days of receiving written notice from the City to do so, discharge and vacate all claims for lien and certificates of action registered or filed pursuant to the Act which affect any lands owned by the City, including public highways, and which arise out of the performance of this agreement by the Owner.

23.3 The Owner shall indemnify and hold harmless the City and the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act arising out of the performance of this agreement by the Owner.

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to discharge and vacate all claims for lien and certificate of action registered or filed pursuant to the Act which affect any lands owned by the City including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and



23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement, have been complied with.

24. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

25. The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

26. 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.

27. The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a

building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

28.  
Mortgagees

28.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then,

28.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either along or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

28.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

28.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not,

the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

29. The covenants, agreements, conditions and Successors undertakings herein contained on the part of the Owner and shall run with the lands and shall be binding upon it and Assigns upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional Municipality of Peel.

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.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
~~\_\_\_\_\_~~  
\_\_\_\_\_

JOSE ALCINDO VIERIA

*[Handwritten signature]*  
\_\_\_\_\_

JOSE MONIZ MOTA

*[Handwritten signature]*  
\_\_\_\_\_

JOSE MELO MONTEIRO

*[Handwritten signature]*  
\_\_\_\_\_

MANUEL LUIS VIVEIROS

*[Handwritten signature]*  
\_\_\_\_\_

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

WILLIAM KINGDOM

*[Handwritten signature]*

*W. Kingdom*

LILLIAN WATSON

*Lillian Watson*

*Lillian Watson*

MABEL SETTERFIELD

*Mabel Setterfield*

*Mabel Setterfield*

THE CORPORATION OF THE CITY OF BRAMPTON

<b>AUTHORIZATION BY-LAW</b>	
NUMBER	<u>36-83</u>
PASSED BY CITY	
COUNCIL ON THE	<u>7th.</u>
DAY OF	<u>FEBRUARY</u> 19 <u>83.</u>

*Kenneth G. Willans*

~~JAMES O'CONNOR~~

MAYOR

KENNETH G. WILLANS

*Ralph A. Everett*

RALPH A. EVERETT

CITY CLERK

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ~~KENNETH D. ROBB~~

of the City of Brampton,  
in the Regional Municipality of Peel,  
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at Brampton, by Lillian Watson

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN BEFORE ME )  
at the City of Brampton, )  
in the Regional Municipality )  
of Peel, )  
this day January, )  
of , 1983. )  
A commissioner, etc. )

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~I~~ LILLIAN WATSON

of the City of Brampton,  
in the Regional Municipality of Peel,

~~(severally)~~ make oath and say: When I/~~we~~ executed the attached instrument,

I WAS /~~WE WERE EACH~~ at least eighteen years old;

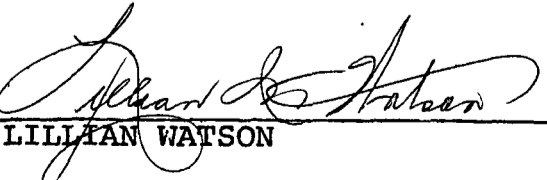
~~and within the meaning of section 1(f) of the Family Law Reform Act,~~

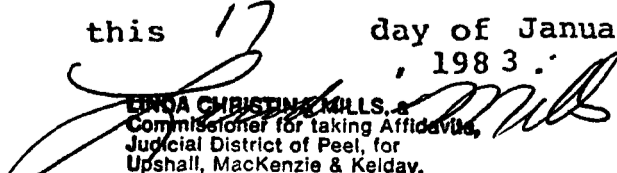
~~(a) I WAS / I WAS NOT a spouse.~~

(b) ~~was my spouse.~~

~~(c) We were spouses of one another.~~

~~SEVERALLY~~ SWORN before me at )  
the City of Brampton, )  
in the Regional Municipality )  
of Peel, )  
this day of January, )  
, 1983. )

  
LILLIAN WATSON

  
LINDA CHRISTINE MILLS, a  
Commissioner for taking Affidavits,  
Judicial District of Peel, for  
Upshall, MacKenzie & Kelday,  
Barristers & Solicitors,  
Expire August 20th, 1984, etc.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ~~KENNETH D. ROBB~~

of the City of Brampton,  
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at B rampton, by Mabel Setterfield

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN BEFORE ME )  
at the City of Brampton, )  
in the Regional Municipality )  
of Peel, )  
this day )  
of January, , 1983 . )  
A commissioner, etc. )

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~was~~ MABEL SETTERFIELD  
of the City of Brampton  
in the Regional Municipality of Peel,

~~(severally)~~ make oath and say: When I/~~we~~ executed the attached instrument,

I WAS /~~WE WERE EACH~~ at least eighteen years old;  
~~and within the meaning of section 1(f) of the Family Law Reform Act,~~  
~~(a) I WAS / I WAS NOT a spouse.~~  
~~(b) ---was my spouse---~~  
~~(c) We were spouses of one another.~~

~~SEVERALLY~~ SWORN before me at )  
the City of Brampton, )  
in the Regional Municipality )  
of Peel, )  
this <sup>17th</sup> day of January, )  
, 1983 . )

Mabel Setterfield  
MABEL SETTERFIELD

LINDA CHRISTINA MILLS, a  
Commissioner for taking Affidavits,  
Judicial District of Peel, for  
A Commissioner & Keldar,  
Barristers & Solicitors, etc.  
Expires August 20th, 1984.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **KENNETH D. ROBB**  
of the **City of Brampton**  
in the **Regional Municipality of Peel,**  
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at **Brampton** by **JOSE MELO MONTEIRO,**  
**and MANUEL LUIS VIVEIROS and WILLIAM KINGDOM**

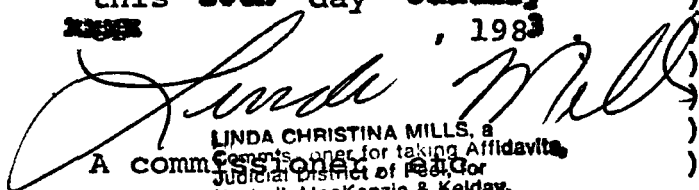
I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN BEFORE ME  
at the **City of Brampton,**  
in the **Reg. Mun. of Peel**

~~XXXXX~~

this **20th** day **January**  
~~XXXXX~~, 198**3**

  
\_\_\_\_\_  
**KENNETH D. ROBB**

  
LINDA CHRISTINA MILLS, a  
Commissioner for taking Affidavits,  
Judicial District of Peel, for  
Upshall, MacKenzie & Kelday,  
Barristers & Solicitors.  
Expires August 20th, 1984.

**AFFIDAVIT AS TO AGE AND SPOUSAL STATUS**

I/~~WE~~ **JOSE ALCINDO VIERIA**  
of the **City of Brampton,**  
in the **Regional Municipality of Peel,**

~~(severally)~~ make oath and say: When I/~~we~~ executed the attached instrument,

I WAS / ~~WE WERE EACH~~ at least eighteen years old;

~~and within the meaning of section 1(f) of the Family Law Reform Act,~~

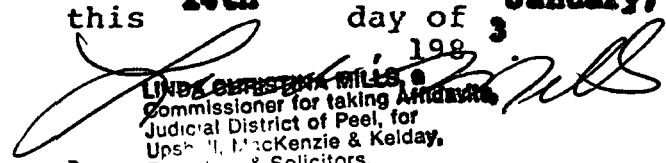
~~(a) I WAS / I WAS NOT a spouse:~~

~~(b) \_\_\_\_\_ was my spouse.~~

~~(c) We were spouses of one another.~~

~~SEVERALLY~~ SWORN before me at  
the **City of Brampton,**  
in the **Regional Municipality**  
of **Peel,**

this **14th** day of **January,**  
~~198~~**3**

  
LINDA CHRISTINA MILLS, a  
Commissioner for taking Affidavits,  
Judicial District of Peel, for  
Upshall, MacKenzie & Kelday,  
Barristers & Solicitors.  
Expires August 20th, 1984 etc.

  
\_\_\_\_\_  
**JOSE ALCINDO VIERIA**

AFFIDAVIT OF SUBSCRIBING WITNESS

I,  
of the  
in the

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at \_\_\_\_\_ by \_\_\_\_\_

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN BEFORE ME )  
at the )  
in the )  
of )  
this day )  
of , 198 . )  
)  
)  
)  
A commissioner, etc. )

\_\_\_\_\_

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~We~~<sup>XXX</sup> **JOSE MELO MONTEIRO**  
of the **City of Brampton,**  
in the **Regional Municipality of Peel,**

~~(severally)~~ make oath and say: When I/~~We~~<sup>----</sup> executed the attached instrument,

I WAS / ~~WE WERE EACH~~ at least eighteen years old;

~~and within the meaning of section 1(1) of the Family Law Reform Act,~~

~~(a) I WAS / I WAS NOT~~ a spouse.

~~(b) -----~~ was my spouse.

~~(c) We were spouses of one another.~~

~~SEVERALLY~~ SWORN before me at )  
the **City of Brampton,** )  
in the **Regional Municipality** )  
of **Peel,** )  
this **12th** day of **January,** )  
**3** )  
, 198 . )  
)  
)  
A commissioner , etc. )

  
\_\_\_\_\_  
**JOSE MELO MONTEIRO**



AFFIDAVIT OF SUBSCRIBING WITNESS

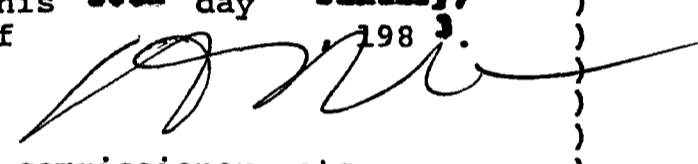
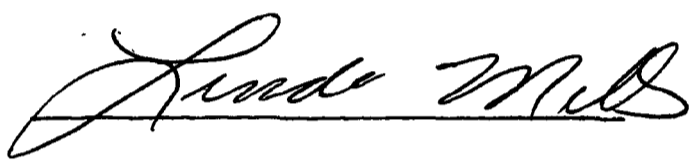
I, **LINDA MILLS**  
of the **City of Brampton,**  
in the **Regional Municipality of Peel,**  
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at **Brampton** by **JOSE ALCIDO VIERIA,**  
**NABEL SETTERFIELD and LILLIAN WATSON**

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN BEFORE ME )  
at the **City of Brampton** )  
in the **Regional Municipality** )  
of **Peel,** )  
this **20th** day **January,** )  
of **1983.** )  
A commissioner, etc. )



**AFFIDAVIT AS TO AGE AND SPOUSAL STATUS**

I/~~WE~~ **MANUEL LUIS VIVEIROS**  
of the **City of Brampton,**  
in the **Regional Municipality of Peel,**

~~(severally)~~ make oath and say: When I/~~We~~ executed the attached instrument,

I WAS / ~~WE WERE EACH~~ at least eighteen years old;

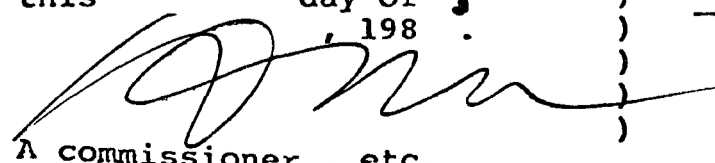
and within the meaning of section 1(f) of the Family Law Reform Act,

(a) I WAS / I WAS NOT a spouse.

(b) \_\_\_\_\_ was my spouse.

(c) We were spouses of one another.

SEVERALLY SWORN before me at )  
the **City of Brampton,** )  
in the **Regional Municipality** )  
of **Peel,** )  
this **12th** day of **January,** )  
**1983.** )  
A commissioner, etc. )

  
**MANUEL LUIS VIVEIROS**

**AFFIDAVIT OF SUBSCRIBING WITNESS**

I, Alexander Stewart  
of the Borough of Scarborough  
in the Municipality of Metropolitan Toronto

make oath and say:

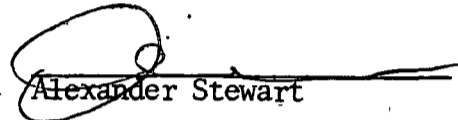
\*See footnote

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at Toronto by Jose M. Mota

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred  
to in the instrument.

SWORN before me at the City of Toronto, in the  
Municipality of Metropolitan Toronto,

  
Alexander Stewart

this 14th day of January 1983.



FULVIA COCOROCCHIO, a Commissioner for taking Affidavits, Oaths, etc.  
Stewart, Barrister & Solicitor.  
Expires Jan. 25, 1983. Commission No. 8049

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

**AFFIDAVIT AS TO AGE AND SPOUSAL STATUS**

I ~~XXXXXX~~ Jose M. Mota  
of the City of Toronto  
in the Municipality of Metropolitan Toronto

\* If attorney, see footnote

~~(severally)~~ make oath and say: When I / ~~XXXX~~ executed the attached instrument,

I WAS / ~~XXXXXX~~ at least eighteen years old;

and within the meaning of section 1(f) of The Family Law Reform Act, 1978,

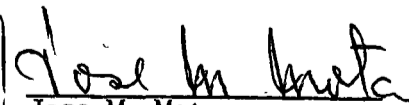
- (a) I WAS / ~~XXXXXX~~ a spouse.
- (b) Julie Mota was my spouse.
- (c) ~~We were spouses of one another.~~

Strike out inapplicable clauses

\*\* Not a matrimonial name, etc., footnote

Resident of Canada, etc.

~~(severally)~~ SWORN before me at the City of Toronto, in the Municipality of Metropolitan Toronto

  
Jose M. Mota

this 14th day of January 1983.



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\* Note: Where affidavit made by an attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status, and if applicable name of other spouse) within the meaning of section 1(f) of The Family Law Reform Act, 1978 and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\* Note: See Section 42(3) of The Family Reform Act, 1978 where spouse does not join in or consent; or complete a separate affidavit.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, KENNETH D. ROBB  
of the City of Brampton,  
in the Regional Municipality of Peel,  
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at Aurora by William Kingdom

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN BEFORE ME )  
at the City of Brampton )  
in the Regional Municipality )  
of Peel, )  
of )  
this day )  
of January, , 1983 . )  
A commissioner, etc. )

\_\_\_\_\_

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~I/WE~~ WILLIAM KINGDOM  
of the Town of Aurora  
in the Regional Municipality of York  
(severally) make oath and say: When I/~~we~~ executed the attached instrument,

I WAS ~~/-WE WERE EACH~~ at least eighteen years old;  
~~and within the meaning of section 1(f) of the Family Law Reform Act,~~

~~(a) I WAS / I WAS NOT a spouse.~~

~~(b) was my spouse.~~

~~(c) We were spouses of one another.~~

~~SEVERALLY~~ SWORN before me at )  
the Town of Aurora )  
in the Reg. Mun. of York )  
of )  
this 13 day of January )  
, 1983. )  
A commissioner, etc. )

W. Kingdom  
WILLIAM KINGDOM

\_\_\_\_\_

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being the parts of Lots 7 and 8 on the north side of Queen Street West as shown on a plan in the Land Registry Office for the Registry Division of Peel (No. 43) referred to as BR-4 (being a subdivision of the east half of Lot 6, Concession 1, West of Hurontario Street, in the geographic Township of Chinguacousy), designated as Parts 1 and 3 on a reference plan in the said Land Registry Office as Number 43R- .

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	NOT REQUIRED				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE SHOWN ON THE SITE PLAN.				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED				

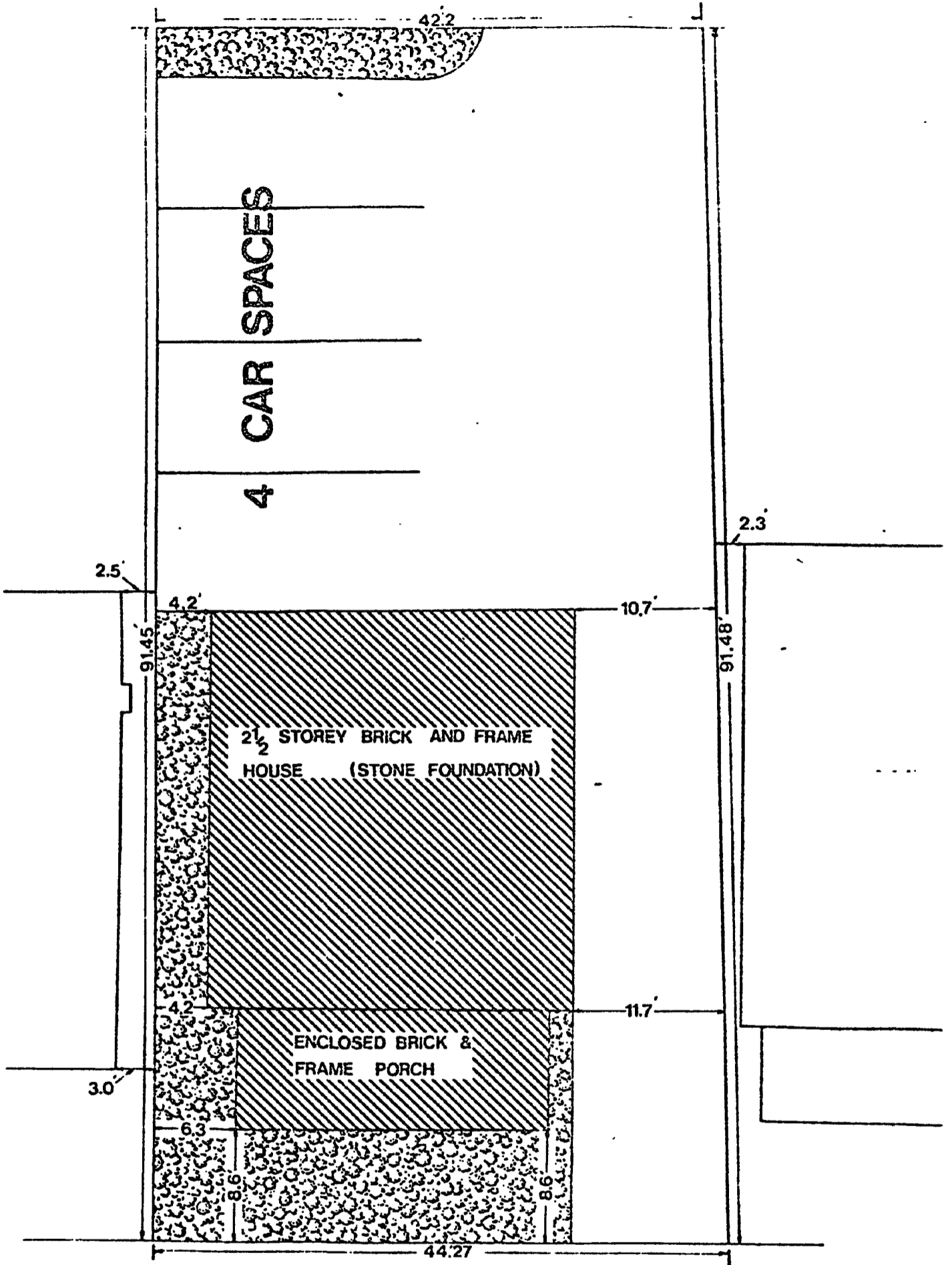
SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON



N I L

SPECIAL PROVISIONS

1.                   The Owner covenants and agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that building permits will not be issued until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 50-82.  
Concept  
Site  
Plan
  
2.                   The Owner shall, within thirty (30) days of the issuance of any building permits for the lands, remove the existing frame garage on the lands and the existing rear shed presently attached to the house on the lands.  
Existing  
Buildings
  
3.                   The Owner shall install a two (2) metre high wooden screen fence to screen the parking area from the existing residences to the east and north of the lands. The location and specifications for this fence shall be shown on the landscape plan required to be approved pursuant to this agreement.  
Fencing
  
4.                   In addition to the requirements of paragraph 20 of this agreement, the Owner agrees that all external lighting to be installed on the lands shall be subject to approval by the City and the location and specifications for such external lighting shall be shown on the site plan required to be approved pursuant to this agreement.  
External  
Lighting



QUEEN STREET WEST

KEY  
 BUILDING AREA   
 LANDSCAPED OPEN SPACE 

CONCEPT PLAN

MANUEL VIVEIROS



1:120

CITY OF BRAMPTON

42-54F



CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

\_\_\_\_\_  
(Insured Party)

has comprehensive general liability insurance coverage with

\_\_\_\_\_  
(Insurance Company)

under Policy No. \_\_\_\_\_, for the work at

\_\_\_\_\_  
(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated \_\_\_\_\_, between

\_\_\_\_\_ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

NAME OF AGENCY OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE SHOWN ON THE SITE PLAN				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED.				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. Right-of Way                      Sufficient lands to provide a ten metre (10) road right-of-way from the existing centre line of John Street.

SPECIAL CLAUSES

1. The Owner covenants and agrees that the lands shall be developed only as a registered condominium under the provisions of the Condominium Act and in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that building permits will not be issued until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 50-82.

Concept  
Site Plan

2. The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto for two (2) dwelling units in the manner and at the times set forth in Schedule F.

City  
Capital  
Contribu-  
tions

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

3. Regional Levies

3.1 The Owner covenants and agrees to pay to the Region the levies set forth in Schedule G attached hereto, for two (2) dwelling units in the manner and at the times set forth in Schedule G and the Owner further agrees that the policies set forth in Schedule G shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

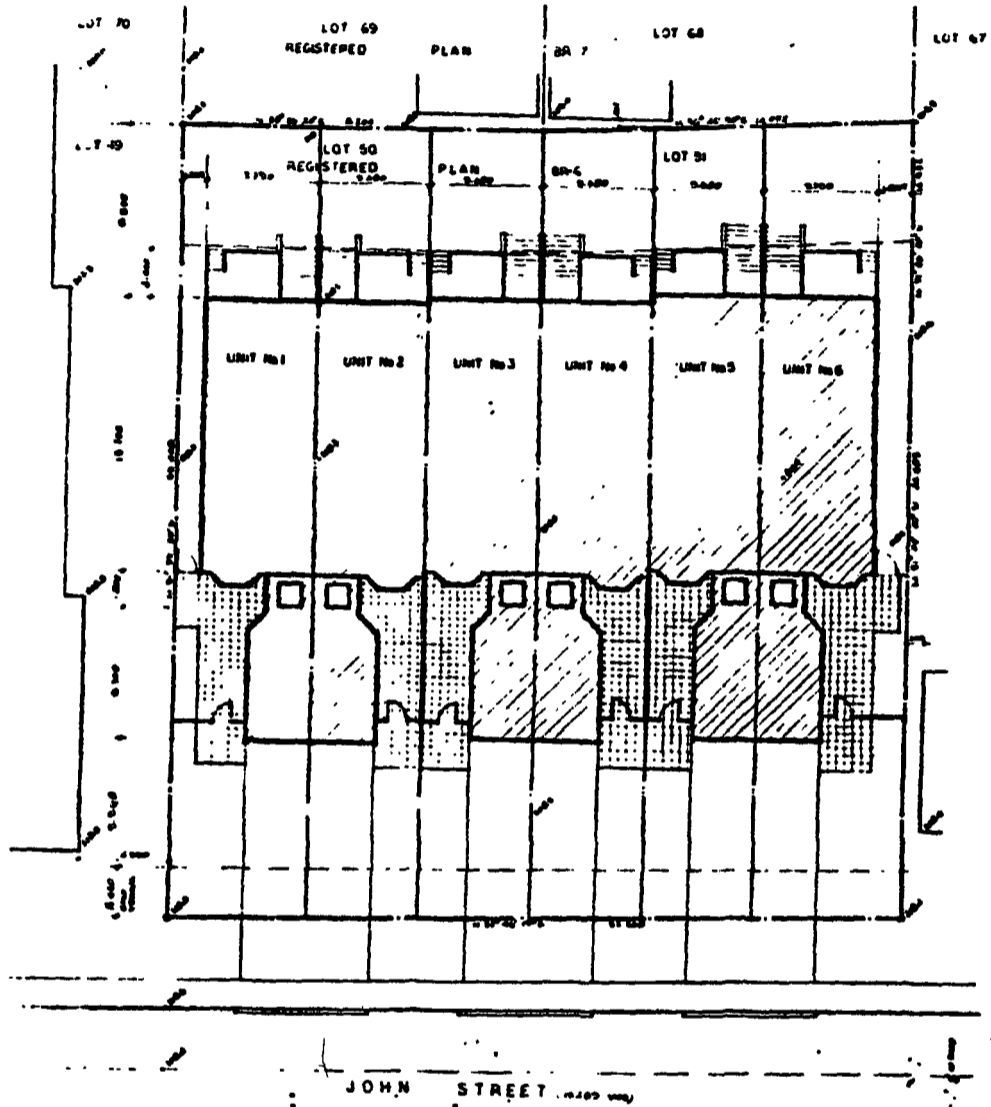
3.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

4. Cash-in-Lieu of Parkland

The Owner shall pay to the City, prior to the issuance of any building permits, the sum of Five Thousand, Four Hundred Dollars (\$5,400.00) which represents a payment of money in lieu of conveyance of land for park purposes.

5. Sidewalk

The Owner shall construct a sidewalk on John Street along the entire frontage of the lands.



**DEVELOPMENT AGREEMENT**



**CITY OF BRAMPTON**  
Planning and Development

1:390

Date: 83 01 11  
File no. C1E5.18

Drawn by: RB  
Map no. 60-29C

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

\_\_\_\_\_

(Insured Party)

has comprehensive general liability insurance coverage with

\_\_\_\_\_

(Insurance Company)

under Policy No. \_\_\_\_\_, for the work at

\_\_\_\_\_

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations
3. includes the City and the Region as additional named insureds,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be change cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated \_\_\_\_\_, between

\_\_\_\_\_ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

NAME OF AGENCY OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY CAPITAL CONTRIBUTIONS

1. The Owner covenants and agrees to Capital unconditionally pay to the City without protest or Contributions qualification, the following capital contributions less the deduction referred to in paragraph 1.6;

1.1 The sum of Two Thousand, Seven Hundred and Seventy Dollars (\$2,770.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;

1.2 The sum of One Thousand, Eight Hundred and Ninety-five Dollars (\$1,895.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;

1.3 The sum of One Thousand, One Hundred and Sixty-six Dollars (\$1,166.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;

1.4 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;

1.5 The capital contributions are effective the 22nd day of September, 1980 and shall be adjusted twice yearly on the 1st days of February and August in each year in direct



relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year and the Index is to be applied to the net cost (cost prior to subtraction of debt allowance) as set out in the City's Capital Contribution Policy.

1.6 In accordance with the capital contribution policy of the City, the Owner shall be entitled to a total credit of

Dollars (\$) ) on account of the total capital contributions required by this agreement. This credit shall be applied at the rate of

Dollars (\$) ) per dwelling unit for each of the

( ) dwelling units shown on the plan. Capital Contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of

Dollars (\$) ) shall then be deducted from the capital contribution required for each dwelling unit.

1.7 In the event, during the development of the plan, it is determined from time to time that the final number of dwelling units to be constructed on the plan will be greater or

lesser than

(            ) dwelling units, the credit per dwelling unit shall be, from time to time, recalculated and increased or decreased as the case may be to ensure that the Owner has received at the time of the issuance of the building permit for the last dwelling unit to be constructed on the plan, a total credit on account of the capital contributions required by this agreement of no more than or no less than

Dollars (\$            ).

PEEL LOT LEVIES

1. Peel lot levies are as follows:

		Base Contribution <u>January 1, 1974</u>
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

3. Peel lot levies are subject to reduction provisions:

- 3.1 In the amount of ten per cent (10%) for sanitary sewers and ten per cent (10%) for water where by prior agreement the developer has been exempted from payment of levies for that purpose, or
- 3.2 In the amount of twenty per cent (20%) for sanitary sewers when the development is outside the designated sewer service area.
- 3.3 In the amount of twenty per cent (20%) for water when the development is outside the designated water service area.

DATED: \_\_\_\_\_

JOSE ALCINDO VIERIA, JOSE  
MONIZ MOTA, JOSE MELO MONTEIRO,  
and MANUEL LUIS VIVEIROS

AND

THE CORPORATION OF THE CITY  
OF BRAMPTON

AND

WILLIAM KINGDOM, LILLIAN  
WATSON, and MABEL SETTERFIELD

---

A G R E E M E N T

---

CITY OF BRAMPTON,  
LAW DEPARTMENT,  
150 CENTRAL PARK DRIVE,  
BRAMPTON, ONTARIO.  
L6T 2T9