



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

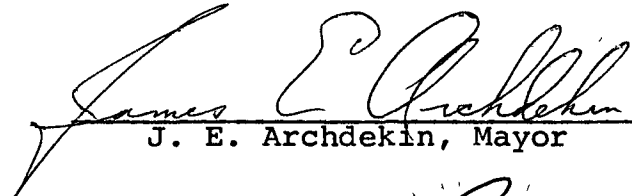
Number 95-77

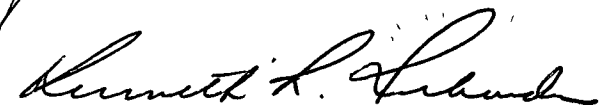
A By-law to authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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

READ a FIRST, SECOND and THIRD TIME and Passed in Open
Council this 9th day of May, 1977.


J. E. Archdekin, Mayor


K. R. Richardson, Clerk

To The Registrar of the Registry Division of

J. Judith E. Hendy of the City of Brampton, in the
Regional Municipality of Peel,

hereby deposit with you and require you to take into your custody, pursuant to Part II of The
Registry Act, the following documents:—

| Description of Documents | Names of all Parties | Any other particulars or subject of certificate, affidavit, etc. | Lands in this Registry Division to which Documents relate |
|--|--|--|---|
| Agreement | BRAMALEA LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON, and THE REGIONAL MUNICIPALITY OF PEEL | | Part of Block "C" according to Registered Plan 859 and as described in Instrument No. 108962 US, SAID LANDS BEING IN THE CITY OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL (FORMERLY IN THE TOWNSHIP OF CHINGACousy IN THE COUNTY OF PEEL). |
| UP TO TEN DOCUMENTS MAY BE FIRMLY ATTACHED TO THIS REQUISITION | | | |

Dated at Brampton, the day of July, 1977

Signature

Judith E. Hendy

City of Brampton,

Address 24 Queen Street East, Brampton, Ontario. L6V 1A4

Occupation City Solicitor.

MEMORANDUM OF AGREEMENT made in duplicate this

9th day of May 1977

B E T W E E N :

BRAMALEA LIMITED

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a survey annexed hereto as Schedule "A";

AND WHEREAS the Owner warrants that there are no mortgagees of the said lands;

AND WHEREAS the Owner has applied to the City for a 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 at the north-east corner of Grenoble Boulevard and Central Park Drive in the City of Brampton and described as Part of Block "C" according to Registered Plan 859 and shown on Schedule "A" annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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

3. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.
4. During Construction 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 therefore by the City Engineer.
5. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.
6. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands including the roof water from the buildings will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the City Engineer.

7.

Detailed grading, building and landscaping plans for the lands shown on Schedule 'A' will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall sod, landscape and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along Grenoble Boulevard and Central Park Drive 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.

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

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OTHER APPROVALS

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

10. The Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

11. The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by the Corporation of the City of Brampton.

12. 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 required to be performed on public property 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.

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

GENERAL

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

15.

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.

The Owner agrees to construct a brick wall to a height of six feet (6'0") above grade (or an alternative type of wall acceptable to the City Council) along the northerly and easterly boundary of the lands shown on Schedule "A" and the Owner agrees that the architectural aspects of the brick wall shall be subject to approval of the Architectural Control Committee and that the wall shall be constructed in accordance with specifications to be approved by the Building and Zoning Co-ordinator and Director of Parks and Recreation of the City of Brampton.

17.

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.

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 hands of their proper officers duly authorized in that behalf.

BRAMALEA LIMITED

Marv Lutz
Vice-President
M. Spiegel
Sr. Vice-President

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdickin
JAMES E. ARCHDFKIN MAYOR
Kenneth R. Richardson
KENNETH R. RICHARDSON CLERK

The Regional Municipality of Peel

E. V. Zolb
Acting Chairman
Richard L. West
Clerk

| | |
|------------------------|------------------|
| AUTHORIZATION BY-LAW | |
| NUMBER | 98-77 |
| PASSED BY THE REGIONAL | |
| COUNCIL ON THE | 23 rd |
| DAY OF | June 1977 |

Dated July 19 77

In the Matter of the Title to

1977 OCT 2 AM 11 00

~~XXXX~~ Part of Block C,.....

R. Plan or ~~Concession No~~ 859.....

Municipality.....Peel.....

Deposit

Newsome and Gilbert, Limited, Toronto

Judith E. Hendy,
City Solicitor,
City of Brampton,
24 Queen Street East,
Brampton, Ontario.
L6V 1A4

Deposit No. 451224
Registry Division of Peel (No 43)
The documents herein mentioned were deposited
11:00 AM
OCT 21 1977 in the
Land
Registry Office
at Brampton,
Ontario.
Vera Foster
LAND REGISTRAR

DATED: May 9, 1977

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

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