

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 157-75

A By-law to authorize the  
Execution of an Agreement between  
Grand Forum Estates Limited, The  
Regional Municipality of Peel, and  
The Corporation of the City of  
Brampton.

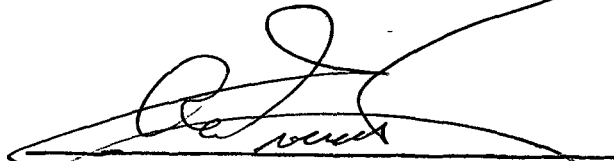
---

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

1. That the Mayor and the Clerk are  
hereby authorized to execute an  
agreement between Grand Forum  
Estates Limited, The Regional  
Municipality of Peel, and The  
Corporation of the City of Brampton  
in the form annexed hereto.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN  
COUNCIL THIS 25th day of August, 1975.

  
James E. Archdekin Mayor

  
R. A. Everett, Deputy Clerk

MEMORANDUM OF AGREEMENT made in duplicate  
this 8th day of DEC. 1975

B E T W E E N

GRAND FORUM ESTATES LIMITED

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner  
of the lands described in Schedule 'A', hereinafter referred  
to as 'the lands', and further warrants that the Mortgagees  
are the only Mortgagees of the said lands;

AND WHEREAS the Owner has applied to the City of Brampton to rezone the said lands to permit their development for residential purposes 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 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 lands, the Parties hereto agree each with the other as follows:

1. That the final grade of land 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.
2. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants, and necessary valves and appurtenances to service the lands and other matters as the said Region may require. The City shall not ~~be obliged to~~ 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.

3. The Owner shall enter into such agreements as may be necessary with the Brampton Hydro Commission 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 Hydro Commission shall require, provided, however, that the electrical distribution system shall be underground. The City shall not ~~XXXXXXXXXXXX~~ issue any building permit until provided with confirmation by the Hydro Commission that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

16  
JES  
RHT

4. The Owner agrees to backfill all trenches within the road allowance with granular material only. The pavement on Meadowland Gate and Eldomar Avenue shall be reinstated with a minimum of twelve inches (12") Granular "B", six inches (6") Granular "A" and three inches (3") of H. L. 8. After trench reinstatement, all of Meadowland Gate and that portion of Eldomar Avenue west of Meadowland Drive shall be completely resurfaced to the satisfaction of the City Engineer.

The Owner shall further install a five foot (5'0") wide concrete sidewalk along the east side of Meadowland Gate (in front of Lots 31 to 18) and along the north side of Eldomar Avenue from Meadowland Drive to the shopping mall parking lot.

The Owner agrees to pay for the cost of installation of street lighting on Meadowland Gate to the satisfaction of the City Engineer and the Brampton Hydro Commission.

5. The Owner shall be responsible for the maintenance of all services required under the agreement for a period of two (2) years from the date of completion of the resurfacing of Meadowland Gate and Eldomar Avenue as specified or completion of the sidewalks as specified, whichever comes later.

6. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, sidewalks, boulevards or any of the services located therein caused by the construction carried out by the developers, their agents, servants, employees, subcontractors or material suppliers. Upon completion of construction on the lands, the Owner agrees to restore all roadways, curbs, pavements, sidewalks, boulevards and services to the satisfaction of the City Engineer.

7. The Owner agrees to landscape the boulevard on both sides of Meadowland Gate to the satisfaction of the Director of Parks and Recreation and the Owner agrees to submit a landscape plan for the said boulevard for the approval of the Director of Parks and Recreation prior to application for any building permit.

8. The Owner agrees to erect a six-foot cedar wood fence on the boulevard on the west side of Meadowland Gate adjacent to the westerly boundary of the said boulevard to the satisfaction of the Director of Parks and Recreation. The Owner also agrees to erect a six-foot wooden screen fence along the westerly boundary of Lot 14 and along the rear of the properties located on Lots 14, 15 and 16 to the satisfaction of the Director of Parks and Recreation.

9. The Owner agrees to convey to the City of Brampton those parts of Lots 14 and 15 which are designated on Schedule 'B' to this agreement and to grade and landscape said lands to the satisfaction of the Director of Parks and Recreation. The Owner further agrees to pay to the City of Brampton the sum of Sixteen Thousand Two Hundred Dollars (\$16,200.00) in lieu of dedication of parkland. It is understood and agreed that the conveyance and payment required by this paragraph shall be completed prior to the application for any building permits.

10. The Owner covenants and agrees to pay to the City the following development levies: The sum of One Thousand, Two Hundred and Eight Dollars (\$1,208.00) in respect of each dwelling unit in a single family, semi-detached or townhouse dwelling. Such development levies to be paid prior to the issuance of any building permits with respect to the lands. The development levies are effective 1 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 adjustments 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.

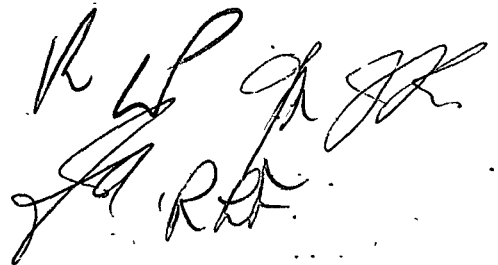
11. The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

For apartment type residential development:

\$600.00 per dwelling unit under  
900 square feet in area;  
\$900.00 per dwelling unit having  
an area from 900 to 1,150 square feet;  
\$1,200.00 per dwelling unit over 1,150  
square feet in area

The above levies shall be effective 1st January 1974 and 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.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.

12. The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall be issued in the joint name of the Owner and City and shall remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$500,000 all inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain 'completed operations' clause. Premiums on such policies shall be paid by the Owner for at least three years from the date on which the policy is deposited with the City and all such policies shall contain a provision that they cannot be cancelled except on thirty days written notice to the City. 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. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event the Owner shall file a renewal certificate with the City not later than one month before the expiry date of any policy provided pursuant to this agreement.

13. Prior to the commencement of any work on the lands, the Owner shall deposit with the City a sufficient sum in the form of a cash deposit, letter of credit, or other negotiable security approved by the City Treasurer in the amount of one hundred per cent (100%) of the cost of all works required to be done by this agreement as estimated by the City Engineer.

14. The Owner shall pay to the City 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 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) and Five Hundred Thousand Dollars (\$500,000); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000). 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.

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

16. 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 proceeding.



17. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon him and his successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

18. 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.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto set their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

GRAND FORUM ESTATES LIMITED

*[Signature]*  
*[Signature]*  
Per

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Archdekin*  
JAMES E. ARCHDEKIN MAYOR

*Kenneth R. Richardson*  
KENNETH R. RICHARDSON CLERK

AUTHORIZATION BY-LAW	
NUMBER	72-76
PASSED BY THE REGIONAL	
COUNCIL ON THE	8 <sup>th</sup>
DAY OF	April, 1976.

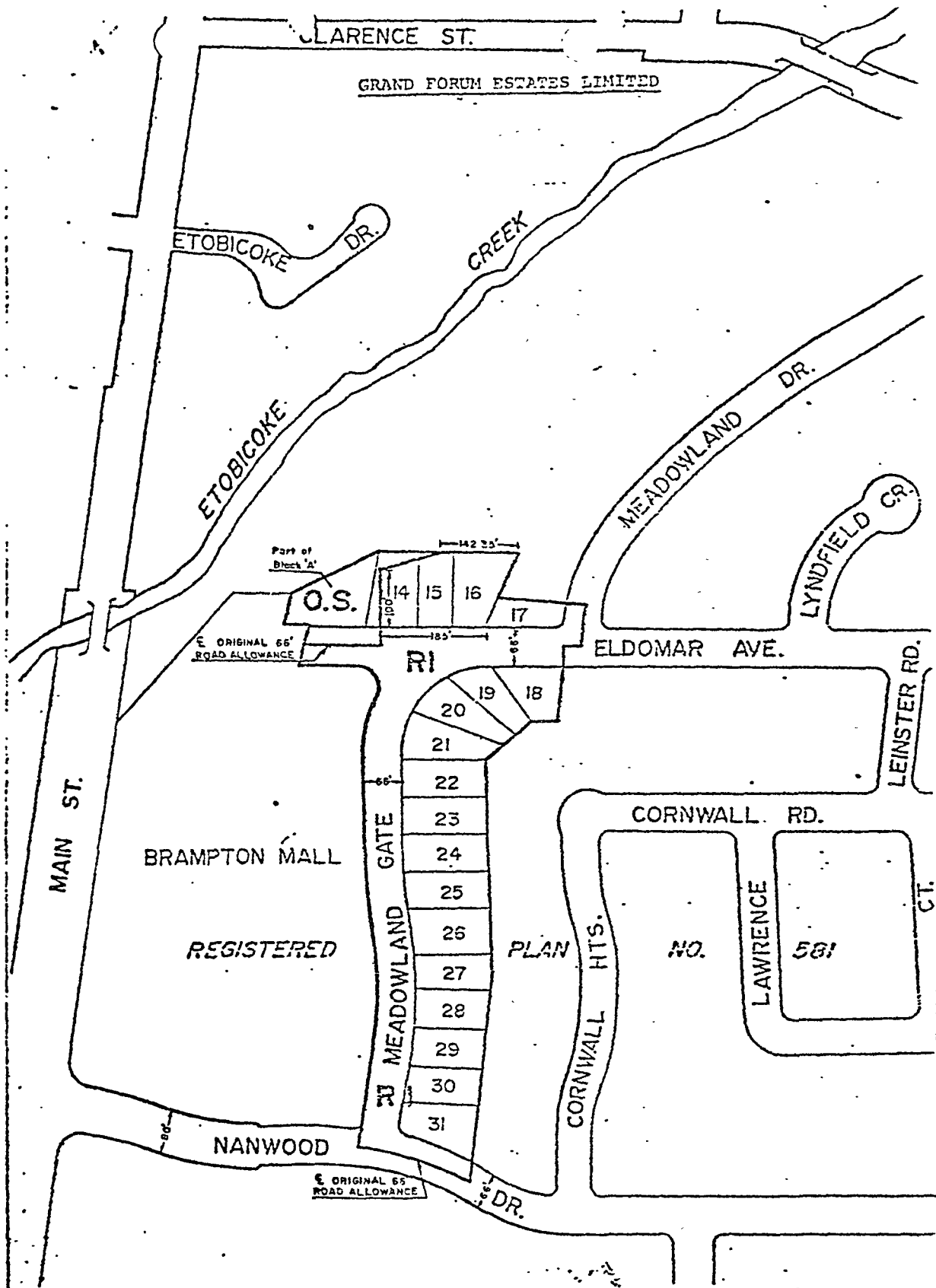
THE REGIONAL MUNICIPALITY OF PEEL

*D. L. Farns*  
*Richard H. Frost* CHAIRMAN  
CLERK

S C H E D U L E    "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton in the Regional Municipality of Peel, formerly in the Town of Brampton in the County of Peel, and being more particularly described as Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Registered Plan Number 581.

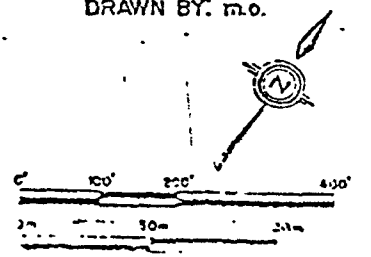
# SCHEDULE 'B'



- O.S. OPEN SPACE
- RI RESIDENTIAL SINGLE FAMILY

DATE: MAY 15th, 1975  
DRAWN BY: m.o.

CITY OF BRAMPTON  
SCHEDULE "B"  
GRAND FORUM ESTATES LIMITED  
CITY OF BRAMPTON PLANNING DEPARTMENT



DATED

---

GRAND FORUM ESTATES LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

---

A G R E E M E N T

---

JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON