

*By-law Book*



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

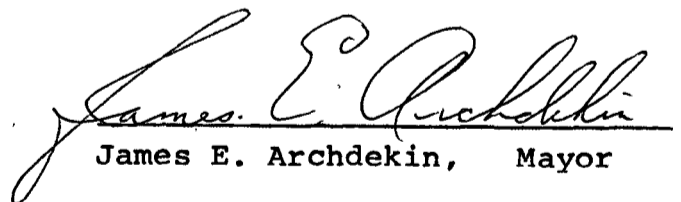
Number 158-76

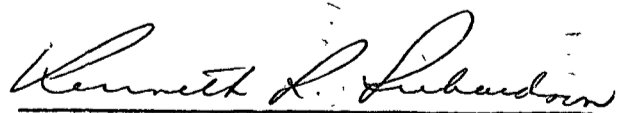
A By-law to authorize the execution of an Agreement between Korotan Homes Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and The Royal Bank of Canada.

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Korotan Homes Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and The Royal Bank of Canada, attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 212thday of July, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THE LAND TITLES ACT

APPLICATION TO REGISTER NOTICE OF AGREEMENT

SECTION 78

TO THE LAND REGISTRAR AT BRAMPTON

THE CORPORATION OF THE CITY OF BRAMPTON, being interested in the lands entered in the register for the City of Brampton as Parcel(s) *Plan - 1 SECTION M-172.* of which KOROTAN HOMES LTD.

is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 14th day of May 1976

made between KOROTAN HOMES LTD., THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL AND THE ROYAL BANK OF CANADA

The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at Brampton this *14<sup>th</sup>* day of *December 1976*

THE CORPORATION OF THE CITY OF BRAMPTON  
by its Solicitor

*J. Hendy*  
Judith E. Hendy

amended 17 June

MEMORANDUM OF AGREEMENT made in duplicate

*Amended* this ~~26th~~ <sup>14th</sup> day of *May* 1976

B E T W E E N :

KOROTAN HOMES LTD.

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 ROYAL BANK OF CANADA

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 desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown as Schedule "B" attached hereto, hereinafter referred to as "the plan"; (Ministry of Housing File 21T-23967

AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of subdivision herein for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

*W.A.*  
*James H. H. H.*  
1. That 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 <sup>directly or indirectly</sup> discharged/into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator; more specifically the roof water leaders shall discharge on to the ground surface with pads being provided to direct the roof water away from the buildings.

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 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 other 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 be obligated to issue any building permits 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.

4. The Owner agrees to back-fill all trenches within the road allowance with granular material only. The pavements on Frederick Street and Elliott Street shall be re-instated with a minimum of nine inches (9") of granular "B" material, six inches (6") of granular "A" material and three inches (3") of asphalt. After trench re-instatement, all of Frederick Street between Elliott Street and the easterly boundary of Lot 1 and that portion of Elliott Street between Frederick Street and the southerly boundary of Lot 7 shall be completely resurfaced to the satisfaction of the City Engineer.

The Owner shall further install a five-foot (5'0") wide concrete sidewalk and pre-cast concrete curb along the south side of Frederick Street and the west side of Elliott Street for those portions of the streets described above.

5. The Owner shall be responsible for the maintenance of all services required under the agreement for a period of two years from the date of completion of the resurfacing of the streets 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 pay to the City of Brampton in lieu of parkland dedication the sum of Nine Hundred Dollars (\$900.00) in respect of each of the lots created by the plan. It is understood that the sum of Nine Hundred Dollars (\$900.00) was effective 1st January 1975 and will 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 30th January and 30th July of each year. The payments required under this clause shall be made before any building permits will be applied for or issued.

8. The Owner covenants and agrees to pay to the City the following development levies:

*cb*  
*[Handwritten signature]*  
*[Handwritten signature]*

The sum of One Thousand Two Hundred and <sup>Eighteen</sup>~~Eight~~ Dollars (\$1,218.00) ~~(\$1,208.00)~~ in respect of each dwelling unit in a single family, semi-detached or townhouse building.

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

9. 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 February 1st, and August 1st, of each year. 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.

10. 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.

11. 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.



12. 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.

13. At no cost to the City, the Owner shall grant unto the City free of encumbrance sufficient land to widen Frederick Street and Elliott Street to thirty-three feet (33'0") each from the centre line. The Owner shall also grant gratuitously such other easements as may be required for municipal and regional services and for any other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City and Region shall be lodged with the City before the registration of the plan or any part thereof.

14. 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.

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

These levies shall be paid as follows:

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

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

18. 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.

19. The Mortgagees join herein to consent to the terms herein and covenants and agree that in the event that and the Mortgagee proceeds with the proposed plan of subdivision the lands become vested in the said Mortgagees/~~or any of~~ and develops the lands, then and in that event only, the Mortgagee ~~then they shall be required to comply with the terms hereof to the same extent as if it had joined as owner.~~ agrees to comply with the terms hereof to the same extent as if it had joined as owner.

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

IN WITNESS WHEREOF THE PARTY HERETO of the fourth part has caused these presents to be signed by duly authorized attorneys in that behalf, this 14th day of May, 1976.

KOROTAN HOMES LTD.

*Mara Bresler*

THE ROYAL BANK OF CANADA  
by its attorneys

Per:

*J. Pearson*

Per:

*M. A. Amey*

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Richelieu*

*Wm. H. Hubbard*

THE REGIONAL MUNICIPALITY OF PEEL

*D. H. Farns*

CHAIRMAN

*Richard Stewart*

CLERK.

WITNESS:

*Gerarda A. Kilman*

Power of Attorney  
Registered July 25,  
1975 as No. 49355.

AUTHORIZATION BY-LAW

NUMBER 173-76

PASSED BY THE REGIONAL

COUNCIL ON THE 12<sup>TH</sup>

OF AUGUST 1976

SCHEDULE "A"

*PLAN-1 SECTION 1-172*  
Parcel ~~24-1, Section 43-Ching-1-WHS~~ more particularly described  
as:

In the City of Brampton, Regional Municipality of Peel, formerly in the Town of Brampton, County of Peel, being that part of Lot 24 on Plan BR-27, being a subdivision of Part of Lot 4, Concession 1, West of Hurontario Street, in the original Township of Chinguacousy, County of Peel, designated as Part 1 on a Plan of Survey of record in the Land Registry Office for the Land Titles Division of Peel, at Brampton as 43R-2815.

TOGETHER with a right-of-way in common with all others entitled thereto, over, along and through Part 3 on Plan 43R-1903 until such time as the said Part 3 is assumed for road widening purposes by The Corporation of the City of Brampton as set out in Instrument 325412VS.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Zenaida G. Vinluan  
of the City of Toronto  
in the Regional Municipality of Metropolitan Toronto  
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at Toronto by John B. Easton and M. Rowe Dinney as attorneys for The Royal Bank of Canada.

I verily believe that the persons whose signatures I witnessed were authorized to execute the instrument as attorneys for The Royal Bank of Canada.

I know the said persons and they are, and at the time of the execution of the instrument they were, a Manager, Corporate Lending and a Manager, Commercial Lending, respectively, of The Royal Bank of Canada.

I am an employee of The Royal Bank of Canada and as such have personal knowledge of the matters deposed to herein.

SWORN BEFORE ME at the City  
of Toronto in the Municipality  
of Metropolitan Toronto  
this 14th day of May,  
19 76 .

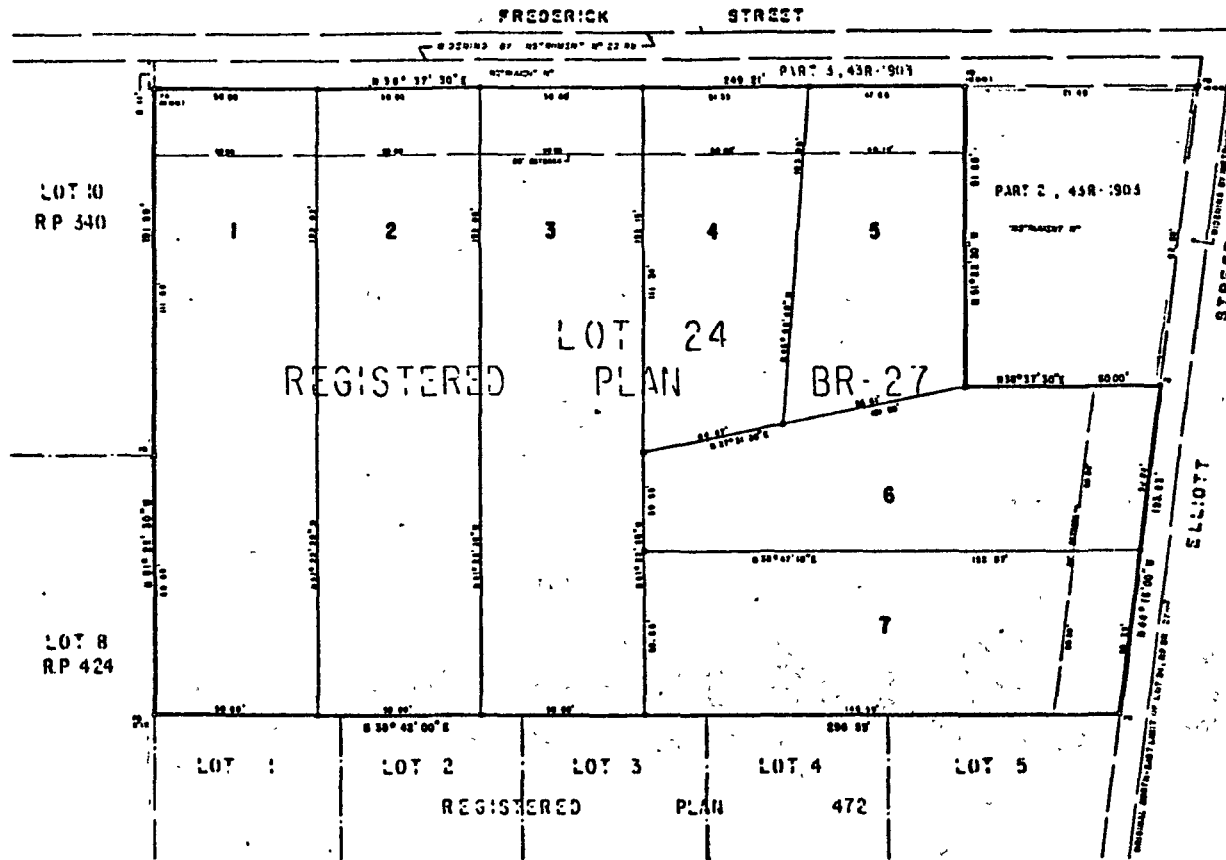
Zenaida G. Vinluan

John Louis Ludy  
A Commissioner for taking affidavits, etc.  
JOHN LOUIS LUDY, a Commissioner, etc.  
Province of Ontario for The Royal Bank of Canada.

Expires March 24, 1977.

**PLAN OF SUBDIVISION OF  
PART OF LOT 24, REGISTERED PLAN REFERRED TO AS BR-27  
AND SUBDIVIDED FROM PART OF THE EAST HALF OF LOT 4,  
CONCESSION I, WEST OF HURONTARIO STREET  
CITY OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL  
(FORMERLY TOWN OF BRAMPTON, COUNTY OF PEEL)**

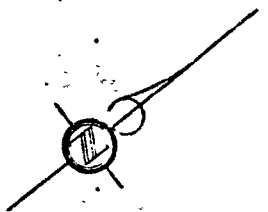
SCALE 1" = 20'  
MARSHALL MACKLIN MONAGHAN LIMITED  
ON-THE-LAND SURVEYORS  
1974



**M -**  
APPROVED FOR REGISTRATION

PLAN M  
and entered on File

CERTIFICATES, CONSENTS AND DEDICATIONS BY  
Shall under the authority of the Office of  
Land Titles of Ontario



Lot	Area
1	1557.00 sq. ft.
2	1557.00 sq. ft.
3	1557.00 sq. ft.
4	1557.00 sq. ft.
5	1557.00 sq. ft.
6	1557.00 sq. ft.
7	1557.00 sq. ft.

**OWNER'S CERTIFICATE**

Lot 1 to 7 inclusive are depicted on the survey plan and have been laid out in accordance with the instructions.

Given this day of 1974  
OWNER

**NOTE**

All bearings shown herein are references, referred to the original certificate under Lot 24, Registered Plan, Brampton 27, and intended to have a bearing of 16 44' 12" N.

- denotes Standard Iron Bar (1" in a 10' long)
- denotes Iron Bar (3/4" in a 2' long)
- denotes Iron Tube (1/2" in a 10' long)
- FD denotes Found
- W.M. denotes Street Machine Manometer

**SURVEYOR'S CERTIFICATE**

- I HEREBY CERTIFY:**
- That this survey and plan are correct and in accordance with The Survey Act and The Land Titles Act and the regulations made thereunder;
  - That I was present at and did personally oversee the survey represented by this plan;
  - That this plan contains a true copy of the field notes of survey;
  - That the survey was completed on the day of 1974

MARSHALL MACKLIN MONAGHAN LIMITED  
Ontario Land Surveyors

David S. Seales - Ontario Land Surveyor  
Mississauga, Ontario

Scale: 1" = 20' 100'

LAND TITLES

DATED:

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KOFOTAN HOMES LTD.

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

---

NOTICE OF AGREEMENT

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON

*R 95d*  
*104410*  
*DEC 21/76*  
*10:23 AM*



ATED

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BETWEEN

KOROTAN HOMES LTD.

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

THE ROYAL BANK OF CANADA

---

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