



THE CORPORATION OF THE CITY OF BRAMPTON

*Amended  
by By-law  
# 20-78*

# BY-LAW

Number 168-77

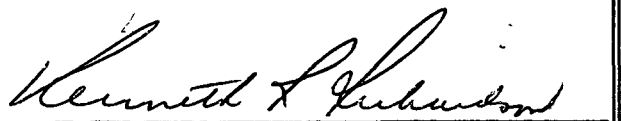
A By-law to authorize the execution of an Agreement between Bramalea Limited and The Corporation of the City of Brampton.

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

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 27th day of June, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

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 M-76 Plan -1 of which DEVELOPMENTAL INVESTMENTS LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 29th day of March, 1977 made between DEVELOPMENTAL INVESTMENTS LIMITED, and THE CORPORATION OF THE CITY OF BRAMPTON.

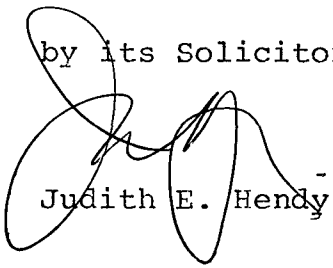
The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this 16th day of November, 1977.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

  
Judith E. Hendy

MEMORANDUM OF AGREEMENT made in duplicate this  
29th day of March, 1977.

B E T W E E N:

DEVELOPMENTAL INVESTMENTS LIMITED

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a survey annexed hereto as Schedule "A", and further warrants that there is no mortgage on the said lands;

AND WHEREAS an agreement was entered into between Developmental Investments Limited and the Corporation of the Township of Chinguacousy dated the 24th day of December 1973;

AND WHEREAS that agreement was amended by a further agreement between the same parties dated the 29th day of December 1973;

AND WHEREAS that agreement was further amended by a subsequent agreement between Developmental Investments Limited, the Corporation of the City of Brampton and the Regional Municipality of Peel dated the 25th day of March 1975;

AND WHEREAS Bramalea Limited is now the owner of the lands described herein and more particularly shown on Schedule "A" annexed hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Covenants herein contained and in consideration of the City taking the necessary steps to permit the development of the lands described herein and more particularly shown on Schedule "A" annexed hereto, the parties hereto agree each with the other as follows:

1. The agreements dated 24th December 1973 and 29th December 1973 and 25th March 1975 as recited above remain in full force and effect except in so far as the same are specifically amended by this agreement and the Owner agrees that all levies required under the aforementioned agreements shall be paid with respect to the lands described herein.

2. The lands located on the northerly side of McKay Street North and more particularly described as Block K according to Registered Plan M-76 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

Site  
Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. The Owner shall restrict the means of vehicular ingress and egress to and from the parking area shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be base course asphalted and constructed in accordance with sound engineering practice and 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 Owner. 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.

Ingress  
and  
egress

4. The Owner shall use only such locations for access  
Access for construction purposes as the City Engineer may approve.

5. The Owner agrees to employ and keep employed a  
Clean Site 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 Owner twenty-four hours notice  
to remove and clean up any earth, mud or other materials 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 Owner forthwith  
upon being invoiced therefore by the City Engineer.

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

7. The final grade of the lands shall be so fixed to  
Storm drainage 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. A system of storm water sewers shall be  
installed by the Owner to the satisfaction of the City  
Engineer and the City Building and Zoning Co-ordinator 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.

Detailed grading, building and landscaping plans  
Grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be  
subject to the approval of the City Engineer, the Director of  
Parks and Recreation and the Building and Zoning Co-ordinator  
prior to the issuance of any building permits. Such plans to

include all recreational facilities as shown on Schedule "A" and the Owner agrees to construct all such recreational facilities in accordance with specifications to be approved by the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator. The Owner shall sod and landscape 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. In respect to the existing mature trees within the site, which are to be retained in accordance with the approved landscaping plan, the Owner shall be required to undertake the special protective measures in accordance with the "Tree Conservation Plan" for Blocks K and H, Plan M-76, Residential 10, dated December 13, 1976 as proposed by Ecologistics Limited, and as approved by the Director of Parks and Recreation. No existing trees other than those approved for removal by the Director of Parks and Recreation shall be removed without written approval of the City Director of Parks and Recreation. In the event any trees scheduled for retention are seriously damaged or destroyed, then the Owner will replace the said trees with one or more trees of a minimum of five inch caliper to the same total caliper of the tree(s) destroyed. The Owner agrees that all landscaping and recreational facilities, in accordance with the approved landscaping plan, shall be completed within twelve months following the first occupancy of any buildings on the lands shown on Schedule "A".

9.  
Fencing

The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Director of Parks and Recreation and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to the first occupancy.

10.  
Occu-  
pancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the said lands until the "basic services" (hereinafter defined as internal sanitary sewers, internal watermains, internal storm sewers, service connections, plumbing) and parking areas and private driveways, complete with curbs and base course asphalt, are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly installed and approved and the necessary occupancy permit as required by the City building by-law has been issued. The City Engineer may, in his sole discretion, upon request from the Owner authorize the Building and Zoning Co-ordinator to issue occupancy permits prior to the completion of the parking area and driveway provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

11.  
Internal  
roads

All internal roads, sidewalks, walkways and parking areas shall be constructed in the locations and in accordance with the dimensions shown on Schedule "A" and the Owner agrees that all internal roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City of Brampton Engineering Department.

OTHER APPROVALS

12.  
Regional  
Services

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 obligated 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.

13.

Hydro  
services

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

FINANCIAL

14.

Taxes

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. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "A" shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

GENERAL

15.

Archi-  
tectural  
Control  
Committee

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.

16. Condo-  
miniums           The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under a condominium corporation. The Owner also agrees and undertakes to file with the City of Brampton, prior to application for condominium registration, the proposed by-laws and declaration for the condominium corporation which by-laws and declaration shall be consistent with the City of Brampton condominium policy and/or the approved site plans for the development of the lands shown on Schedule "A".

17. Street  
name  
signs           The Owner agrees that all private streets shown on Schedule "A" shall be named with names to be approved by the City and the Region and the Owner agrees to erect street name signs on the roads shown on Schedule "A" and on the abutting public streets in locations and in accordance with specifications to be approved by the City Engineer.

18. By-laws           Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and more particularly, without limiting the generality of the foregoing it is understood that the building by-law of the City of

Brampton and any other laws or regulations governing building standards or construction methods in force in the City of Brampton shall be applicable to the development which takes place on the lands shown on Schedule "A" annexed hereto.

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 proceedings.

20.

Successors and assigns

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

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.

DEVELOPMENTAL INVESTMENTS LIMITED

*per Robert Ford*  
\_\_\_\_\_  
*James Smith*  
\_\_\_\_\_

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Archdekin*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN MAYOR

*Kenneth R. Richardson*  
\_\_\_\_\_  
KENNETH R. RICHARDSON CLERK

SCHEDULE "A"

Site:  
 Area of land 6,084 units  
 No. of units 108 units  
 Densit: 15.87 i.a

Land Use:  
 Building Coverage 68956 Sq. Ft. 22.96  
 Roads, drives & parking 74219 Sq. Ft. 25.04  
 Landscaped Area 154116 Sq. Ft. 52.09

Parking:  
 Resident 205 190  
 Visitor 27 25  
 Total 232 215

Unit Type T1  
 No. of units 22  
 Size 19'-8" x 31'-0"  
 Coverage 649 Sq. Ft.  
 Height 3 storey

Unit Type T2  
 No. of units 11  
 Size 19'-8" x 22'-0"  
 Coverage 629 Sq. Ft.  
 Height 3 storey

Unit Type T3  
 No. of units 12  
 Size 19'-0" x 22'-0"  
 Coverage 606 Sq. Ft.  
 Height 2 storey

Unit Type T8  
 No. of units 10  
 Size 19'-0" x 30'-0"  
 Coverage 570 Sq. Ft.  
 Height 2 storey

Unit Type T9  
 No. of units 28  
 Size 20'-0" x 32'-0"  
 Coverage 710 Sq. Ft.  
 Height 2 storey

Unit Type 110  
 No. of units 22  
 Size 19'-8" x 22'-0"  
 Coverage 629 Sq. Ft.  
 Height 3 storey

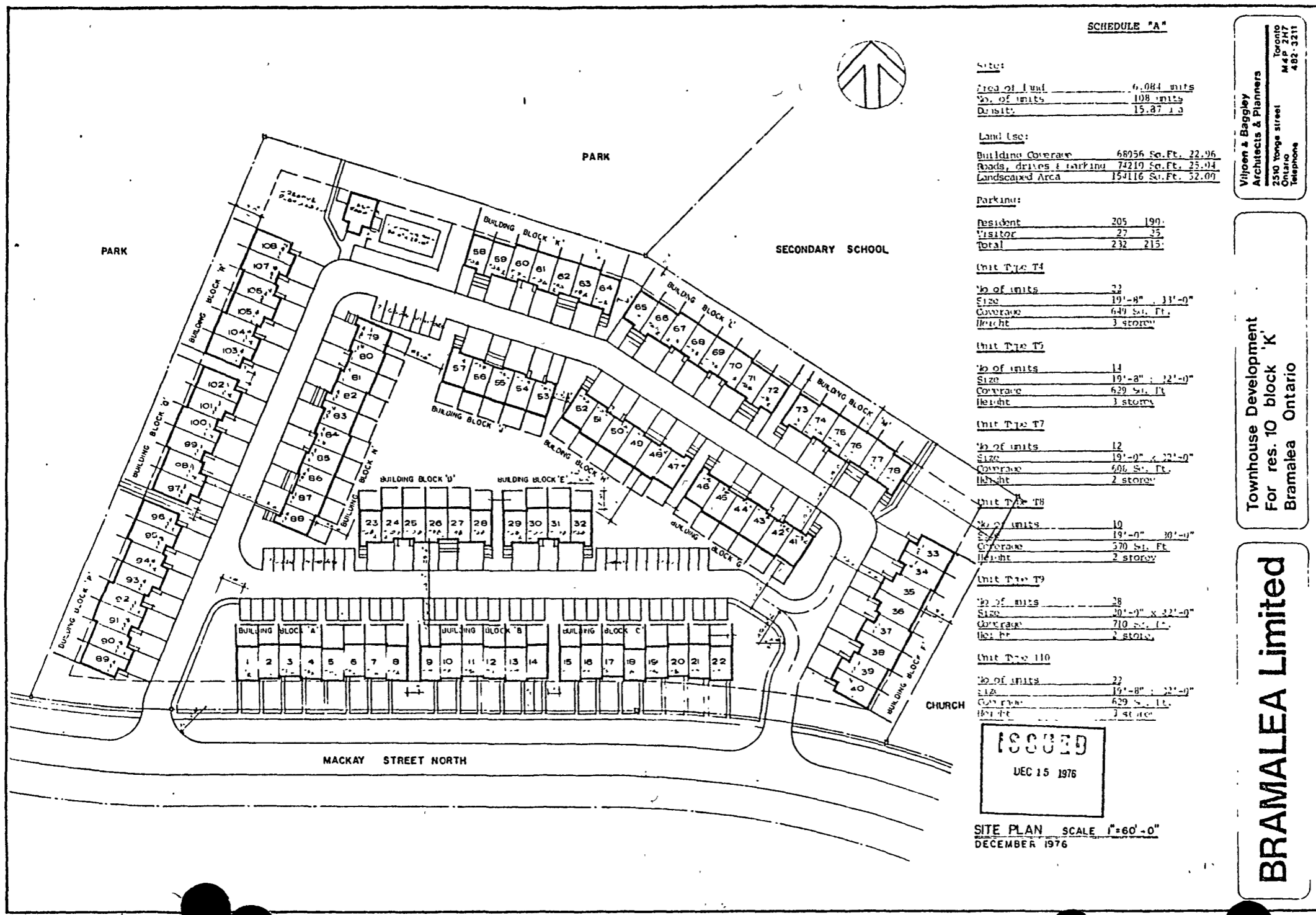
ISSUED  
 DEC 15 1976

SITE PLAN SCALE 1"=60'-0"  
 DECEMBER 1976

Vijoen & Baggey  
 Architects & Planners  
 Toronto  
 2590 Yonge Street  
 Ontario  
 Telephone 482-3211

Townhouse Development  
 For res. 10 block 'K'  
 Bramalea Ontario

BRAMALEA Limited



DATED: March 29, 1977

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DEVELOPMENTAL INVESTMENTS LIMITED

AND

THE CORPORATION OF  
THE CITY OF BRAMPTON

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A G R E E M E N T

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151168

Nov 25/77

9:40 AM.

PASSED June 27 19 77

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# BY-LAW

No. 168-77

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

BY-LAW 168-77 AMENDED BY BY-LAW 20-78