



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 192-78

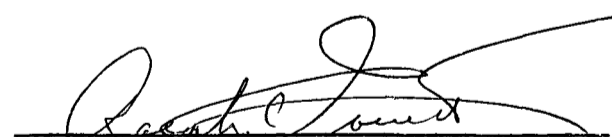
To authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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

That the Mayor and the 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 14th day of August, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this *14th*
day of *AUGUST*, 1978.

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

A N D

N/A

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands described as Part of Lot 5, Concession 4, East of Hurontario Street in the City of Brampton and more particularly described as the lands bounded by Highway Number 7 on the north, Dixie Road on the west, Team Canada Drive on the east, and Clark Boulevard on the South; *as described in Schedule B hereto.*

SP

AND WHEREAS the Owner further warrants that the Mortgagees named above are the only mortgagees of the said lands;

AND WHEREAS the Owner has submitted a concept plan for the development of the undeveloped portion of the said lands and a specific proposal for the construction of a building to be owned by the Region and the City is of the opinion that such 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.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to permit the development of the said lands, the parties hereto agree each with the other as follows:

1. The lands located at the North-west corner of Team Canada Drive and Kensington Road and more particularly described on Schedule 'B' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'A' to this agreement.

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 Commissioner of Public Works for the City 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 Commissioner of Public Works for the City may approve.

4. 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 Commissioner of Public Works for the City may give the Owners twenty-four (24) hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the Commissioner of Public Works for the City 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 Commissioner of Public Works for the City.

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.

Construction

6. The final grade of the lands shall be so fixed to the satisfaction of the City Commissioner of Public Works 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 Commissioner of Public Works and the Building and Zoning Co-ordinator. If required by the City Commissioner of Public Works, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Commissioner of Public Works 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 Commissioner of Public Works.

Storm Drainage

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 Commissioner of Public Works, the City Commissioner 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 Commissioner 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 Commissioner of Public Works 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

Grading, Building & Landscaping Plans

will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along the highways adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the City Commissioner of Parks and Recreation within twelve months following the issuance of a building permit for any building on the lands shown on Schedule 'A' and shall maintain the said landscaping in accordance with good horticultural practice.

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

Glare

OTHER APPROVALS

9. Prior to commencement of any works, 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.

Regional Services

10. Prior to commencement of any works, 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.

Hydro Services

FINANCIAL

11. 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.

12. Security The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred percent (100%) of the cost of all works on public land required to be performed by this agreement as estimated by the City Commissioner of Public Works to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

13. Administrative Fees 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 percent (4%) of the total cost of the works required to be performed on public property by this agreement 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 percent (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 percent (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. By-laws Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

15. Agreement Binding 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.

16. /
Bus Bays

The Owner acknowledges that the City may require bus bays on the land affected by this agreement and the Owner agrees to construct such bus bays in a location satisfactory to the City and to the specifications of the City at such time as the City determines that the bus bay construction is appropriate and notifies the Owner.

17. /
Handi-
capped
Ramps

The Owner shall, at its own expense, construct a ramp for the use of handicapped persons from a primary entrance to street level (i.e. the level of Team Canada Drive and Kensington Road). This ramp shall be constructed in accordance with the provisions of and to the specifications set out in the Ontario Building Code.

18. /
Road
Re-align-
ment

Notwithstanding the location of Kensington Road and Team Canada Drive shown on Schedule 'A', it is the intention of the parties hereto that the intersection of Kensington Road and Team Canada Drive shall be re-aligned and reconstructed to provide safer and more convenient access to the site. Detailed plans and specifications of the re-alignment and reconstruction of the intersection of Kensington Road and Team Canada Drive shall be filed by the Owners and be subject to the approval of the City Commissioner of Public Works prior to the issuance of a building permit. The Owner, at its own expense, shall complete the construction and re-alignment of the aforesaid roads in accordance with the approved plans and specifications to the satisfaction of the City Commissioner of Public Works. Upon completion of this work, the Owner shall remain responsible for the maintenance of it for a period of two (2) years from the completion of construction and the Owner acknowledges that the City may retain an amount equal to ten (10) percent of the security obtained by the City with respect to this work until the expiration of the aforesaid maintenance. If necessary, the Owner shall dedicate to the City any land required for the approved re-alignment of the aforesaid roads.

19.
Future
Devel-
opment

The Owner agrees that all other phases of development within the City Centre shall require a specific site plan approval and development agreement, and that no further development of any lands in the City Centre area, except for the lands shown on Schedule 'A' annexed hereto, shall proceed until:

1. The Owner has submitted to the City for approval by the City a plan showing a safe pedestrian walkway system for the entire Bramalea City Centre property and has entered into an agreement satisfactory to the City with respect to the implementation of the safe pedestrian walkway system as approved by the City, and
2. Until site plan approval has been given by the City and a development agreement has been entered into for the particular development.

20.
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.

21.) The Mortgagees join herein to consent to the terms Mortgagees 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.

22.) The covenants, agreements, conditions and undertakings Successors herein contained on the part of the Owners shall run with the & Assigns 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 seals attested by the hands of their proper officers duly authorized in that behalf.

BRAMALEA LIMITED

Monsieur _____ *J.P.*
Vice-President TITLE

M. Peegel _____
Sr. Vice-President TITLE

AUTHORIZATION BY-LAW.
NUMBER 192-78
PASSED BY CITY
COUNCIL ON THE 14th
DAY OF AUGUST 19 78

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin _____
JAMES E. ARCHDEKIN MAYOR

Robert _____
CLERK

AUTHORIZATION BY-LAW
NUMBER..... **170-78**.....
PASSED BY THE REGIONAL
COUNCIL ON THE... **12TH**.....
DAY OF **OCTOBER** 19 **78**

THE REGIONAL MUNICIPALITY OF PEEL

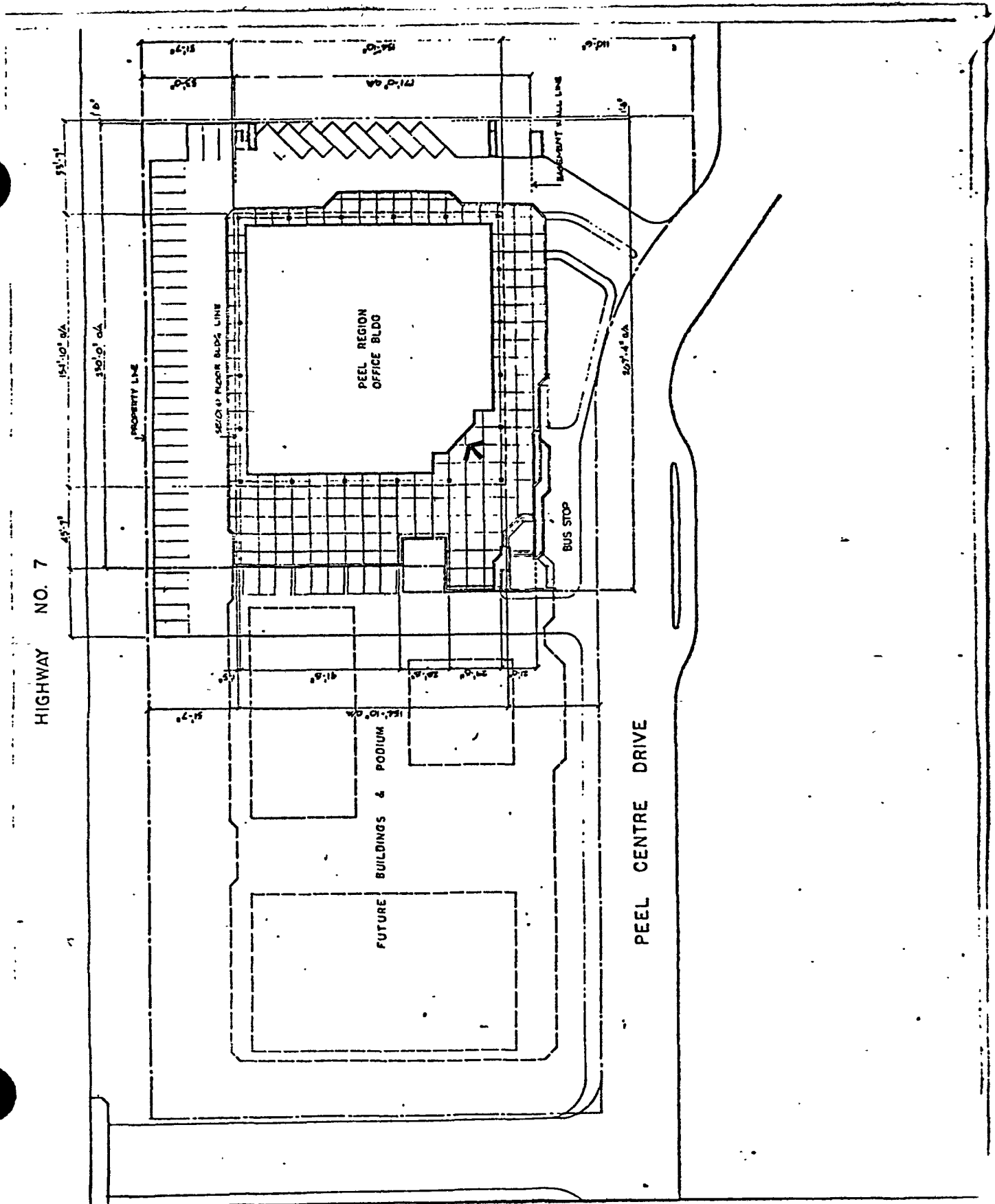
L. H. Parsons

CHAIRMAN

Richard H. Frost

CLERK

James E. Ashby



DEVELOPMENT AGREEMENT
Schedule 'A'

Legend

Scale

1: 20



Drawn	b. k.
Date	1978-08-11
File No.	C4E5.14
Dwg. No.	A 63-13D

CITY OF
BRAMPTON
 PLANNING
 DEPARTMENT

SCHEDULE 'B'

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel and tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of that Part of Lot 5, Concession 4, East of Hurontario Street, designated as Part 2 on Plan 43R-6182 containing 1.655 acres.

No. 509273

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1979 MAR 26 PM 3 48
In The Land
Registry Office
at Brampton,
Ontario.
Nera Lortev
LAND REGISTRAR

DATED: August 14TH, 1978

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

ED August 14th 1978.



BY-LAW

No. 192-78

To authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.