



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 198-86

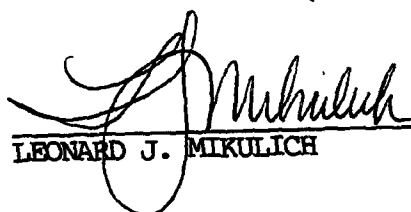
To authorize the execution of an agreement between Fraser Farms Limited in trust of The Corporation of the City of Brampton.

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated July 14th, 1986 between Fraser Farms Limited in trust of the Corporation of the City of Brampton and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of July, 1986.


E. CARTER ACTING MAYOR


LEONARD J. MIKULICH CLERK

DEVELOPMENT AGREEMENT

14th day of July, 1986. MEMORANDUM OF AGREEMENT made in duplicate this

B E T W E E N :

FRASER FARMS 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 described in Schedule A attached to this agreement (hereinafter called the "lands"), and further warrants that the mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has made application to the City for an amendment to the City's zoning by-law to permit an additional single family dwelling to be located on the lands and the City is of the opinion that this use of the lands 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 City rezoning the lands to permit the additional single family dwelling, the Owner agrees with the City and the Region as follows:

1.
City
Capital
Contri-

The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule B attached hereto in the manner and at the times set forth in Schedule B.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be

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deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

2.
Regional
Levies

2.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification, the levies set forth in Schedule C attached hereto, in the manner and at the times set forth in Schedule C and the Owner further agrees that the policies set forth in Schedule C shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

2.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

3.
Cash-in
-Lieu of
Parkland

The Owner shall pay to the City prior to the issuance of any building permits, the sum of NINE HUNDRED DOLLARS (\$900.00) which represents the payment of money in lieu of conveyance of land for park purposes.

4.
Water
Supply &
Septic
Tank

The City shall not issue any building permits until provided with confirmation in writing from the Peel Regional Health Unit and the Ministry of the Environment that the Owner has made satisfactory arrangements for the provision of an adequate potable water supply and the installation of the private sewage disposal system for the new dwelling.

5.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the new dwelling.

6.
Lands
Affected

The lands more particularly described in Schedule A to this agreement are the lands affected by this agreement.

7.
Cost of
Regis-
tration

The Owner consents to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement and any other documents required by this agreement.

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The covenants, agreements, conditions and under-Successors takings herein contained on the part of the Owner shall & Assigns 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 or the Region of Peel or both of them.

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

FRASER FARMS LIMITED

(Print NAME of signatory)

R. Fraser
RICHARD J. FRASER TITLE

(Print NAME of signatory)

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	<u>198-86</u>
PASSED BY CITY	
COUNCIL ON THE	<u>14th</u>
DAY OF	<u>JULY</u> 19 <u>86</u>

Eric Carter
~~KENNETHXXXXXXXXXXXXXXXXXXXX~~
ERIC CARTER ACTING MAYOR

Leonard J. Mikulich
LEONARD J. MIKULICH CLERK

THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN CHAIRMAN

LARRY E. BUTTON CLERK

LEGAL DESCRIPTION OF THE LANDS

The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel) and being composed of the west half of LOT 1, CONCESSION 4, West of Hurontario Street.

SAVE AND EXCEPT that certain parcel or tract of land in the City containing by admeasurement 1.0 acres, more or less, and being composed of part of the west half of LOT 1, CONCESSION 4, West of Hurontario Street, the boundaries of which said parcel may be described as follows:

PREMISING that the southeast limit of Lot 1 has an astronomic bearing of North 38 degrees 42 minutes East and relating all bearings quoted herein thereto, and,

COMMENCING at an iron bar found planted at the southwest angle of Lot 1;

THENCE North 38 degrees 42 minutes East along the said southeast limit of Lot 1 209.33 feet to an iron bar planted in the same;

THENCE North 45 degrees 05 minutes 40 seconds West, 209.33 feet to an iron bar planted;

THENCE South 38 degrees 42 minutes West, 209.33 feet to an iron bar planted in the southwest limit of Lot 1;

THENCE South 45 degrees 05 minutes 40 seconds East along the last said limit 209.33 feet, more or less to the point of commencement.

CITY CAPITAL CONTRIBUTIONS

1.
Capital
Contri-
butions

The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the following capital contributions less the deduction referred to in paragraph 1.6:

- 1.1 The sum of Two Thousand, Seven Hundred and Seventy Dollars (\$2,770.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;
- 1.2 The sum of One Thousand, Eight Hundred and Ninety-five Dollars (\$1,895.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;
- 1.3 The sum of One Thousand, One Hundred and Sixty-six Dollars (\$1,166.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;
- 1.4 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;
- 1.5 The capital contributions are effective the 22nd day of September, 1980 and shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year and the Index is to be applied to the net cost (cost prior to subtraction of debt allowance) as set out in the City's Capital Contribution Policy.

PEEL LOT LEVIES

1. Peel lot levies are as follows:

		<u>Base Contribution</u> <u>January 1, 1974</u>
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	Single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

3. Peel lot levies are subject to reduction provisions:

- 3.1 In the amount of ten per cent (10%) for sanitary sewers and ten per cent (10%) for water where by prior agreement the developer has been exempted from payment of levies for that purpose, or
- 3.2 In the amount of twenty per cent (20%) for sanitary sewers when the development is outside the designated sewer service area.
- 3.3 In the amount of twenty per cent (20%) for water when the development is outside the designated water service area.