



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW


Number 213-76

A By-law to authorize the execution of an Agreement between Kerbel Developments Limited, The Corporation of the City of Brampton, and The Regional Municipality of Peel. (Block "Q", Plan M-152)

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 Kerbel Developments 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 12th day of October, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

*By Law 213-72*

*Nov 17/76  
Mrs Herby says  
this does not  
need to be  
registered  
(B)*

MEMORANDUM OF AGREEMENT made in duplicate this 12th  
day of October, 1976

B E T W E E N:

KERBEL DEVELOPMENTS LIMITED  
a company incorporated under the  
laws of the Province of Ontario,  
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 shown on a survey annexed hereto as Schedule "A", and further  
warrants that there are no mortgagees on the said lands other than  
mortgagees who executed the Subdivision Agreement dated the 8th  
day of December, 1975.

AND WHEREAS an agreement was entered into between the Owner, the City, the Region and certain Mortgagees dated the 8th day of December 1975;

AND WHEREAS the Owner has applied to the City for site plan approval of a condominium townhouse project for the said lands and the City is of the opinion that such approval 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 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. Levies The agreement dated the 8th day of December 1975 as recited above remains in full force and effect except in so far as the same is specifically amended by this agreement and the Owner agrees that all levies required under the aforementioned agreement shall be paid with respect to the lands described herein.

2. Site plan The lands located on the north-westerly corner of Williams Parkway and Centre Street North in the City of Brampton and more particularly described as Block "Q" according to Registered Plan M-152 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. Ingress and egress 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 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.

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

5. Clean site 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 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 therefor by the City Engineer.

Construction The Owner will be responsible for any damage 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. Storm drainage 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 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.

8. Grading, building and landscaping plans Detailed 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, re-

setting 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. All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with Schedule "A" shall be removed without prior written approval of the City Director of Parks and Recreation. 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 building on the lands shown on Schedule "A"

9.                   The Owner shall fence the boundary of the lands
- Fencing   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.                   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.                   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.                   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.

16.

Condo-  
minium

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.

19. 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 proceedings.

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 here-  
unto affixed their corporate seals attested by the hands of  
their proper officers duly authorized in that behalf.

KERBEL DEVELOPMENTS LIMITED

*Allan Kerbel*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



THE CORPORATION OF THE CITY OF BRAMPTON

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

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

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW  
NUMBER .... 227-76.....  
PASSED BY THE REGIONAL  
COUNCIL ON THE 28<sup>th</sup>.....  
DAY OF October , 1976.

*Frank R. Dabell*  
\_\_\_\_\_  
ACTING CHAIRMAN  
*Richard L. Frost*  
\_\_\_\_\_  
CLERK

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