



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW


**Number** 231-81

To authorize the execution of an agreement between Raymond Arthur Wilson, Shirley Barbara Wilson, 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:

1. The Mayor and the Clerk are hereby authorized to execute a subdivision agreement dated 1981 09 28 between Raymond Arthur Wilson, Shirley Barbara Wilson, The Corporation of the City of Brampton and The Regional Municipality of Peel, and all 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 28th day of September, 1981.

  
JAMES E. ARCHDEKIN                      MAYOR

  
RALPH A. EVERETT                      CLERK

REZONING/SITE PLAN AGREEMENT.

MEMORANDUM OF AGREEMENT made in duplicate this  
28<sup>th</sup> day of *SEPTEMBER*, 1981.

B E T W E E N :

RAYMOND ARTHUR WILSON and  
SHIRLEY BARBARA WILSON

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 more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that there are no Mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this 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;

JANUARY/81

AND WHEREAS the lands are situate in the site plan control area designated by By-law 275-79 passed pursuant to section 40 of The Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner hereby covenants, promises and agrees with the City and the Region as follows:

1. **Works** For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2. **Approved Site Plan** 2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D

attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of The Municipal Act, R.S.O. 1980, c. 302, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.

For the purpose of this agreement,

Commis-  
sioner of  
Public  
Works

"Commissioner of Public Works" shall mean the Commissioner of Public Works for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

Ingress  
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City and/or the Region, the Owner agrees to convey to the City and/or the Region, free of all encumbrances, the one foot reserves shown on the Site Plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking

areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.  
Access

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.  
Clean  
Site

During construction, 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 mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality'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 Commissioner.

7.  
Construc-  
tion

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.

All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and

and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

Storm  
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

9. The Owner shall, at its own expense:

Approved  
Plans

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement and the Commissioner of Planning and Development as the case may be.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10.  
Addi-  
tional  
Works

If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, "construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.  
Existing  
Trees

All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12. Occupancy The Owner shall not occupy or permit the occupation of any building or parts thereof hereafter erected on the lands:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.2 except in accordance with the provisions of The Building Code Act, R.S.O. 1980, c. 51, as amended, and all regulations made pursuant thereto, and

12.3 the landscape plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13. Landscaping and Fencing 13.1 The Commissioner of Planning and Development may, in his sole discretion, not require the landscape plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted to and approved by the Commissioner of Planning and Development no later than ninety (90) days from the issuance of a building permit for the buildings shown on the site plan.



13.2 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape plan referred to in Schedule B attached hereto, or shall be shown on the landscape plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14. Regional Services The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall

be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

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 lands.

FINANCIAL

16.  
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 a building permit is issued.

17.  
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraphs 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development of:

17.1.1 all the works required by this agreement to be constructed on public lands.

Security Required:           TO BE DETERMINED BY THE  
\$ COMMISSIONER OF PUBLIC  
WORKS PRIOR TO THE ISSUANCE  
OF A BUILDING PERMIT.

17.1.2 all landscaping fencing shown on the approved landscape plan.

Security Required:           \$ 9,200.00

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas. Security Required: \$ 39,000.00

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The City agrees to reduce from time to time, the amount of the security by an amount equal to ninety per cent (90%) of the value of the works for which security was deposited which the Commissioner of Public Works and the Commissioner of Planning and Development has certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the complete works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the

Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default  
& Entry  
on the  
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ

such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

- 18.1 be issued in the joint names of the Owner and the City (or include as an additional insured, the City);
- 18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;

- 18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and
- 18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

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.

GENERAL

19.                   The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.
20.                   All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.
21.                   The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.
22.                   Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.
23.                   The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.
24.                   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
- Convey-  
ances
- Glare
- Snow  
Removal
- By-laws
- Lands  
Affected
- Agreement  
Binding

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.

25.

Cost of  
Registra-  
tion

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 other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

26.

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 and/or The Regional Municipality of Peel.

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.



SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

W.C. James

RAYMOND ARTHUR WILSON

Raymond Arthur Wilson

SHIRLEY BARBARA WILSON

Shirley Barbara Wilson

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN

MAYOR

Ralph A. Everett

RALPH A. EVERETT

CITY CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>231-81</u>
PASSED BY CITY	
COUNCIL ON THE	<u>28th</u>
DAY OF	<u>SEPTEMBER</u> 19 <u>81</u>

~~XXXXXXXXXXXX~~

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN

CHAIRMAN

LARRY E. BUTTON

REGIONAL CLERK

AFFIDAVIT OF SUBSCRIBING WITNESS

I, William Crawford Lawrence  
of the City of Brampton  
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at Brampton by Raymond Arthur Wilson  
and Shirley Barbara Wilson

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Brampton  
in the Regional Municipality of Peel

this 5<sup>th</sup> day of September 19 81

*Richard H. Leib*  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

*R. C. Jones*

\*Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I certify believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/WE Raymond Arthur Wilson and Shirley Barbara Wilson  
of the City of Brampton  
in the Regional Municipality of Peel

\* If attorney see footnote

make oath and say: When we executed the attached instrument,

I/WE were at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) ~~I was ----- a spouse.~~
- b) We were spouses of one another.
- c) ~~----- was my spouse.~~

\*\*Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the City  
of Brampton, in the Regional  
Municipality of Peel  
this 2nd day of September 19 81

*R.A. Wilson*  
Raymond Arthur Wilson

*Shirley B. Wilson*  
Shirley Barbara Wilson

*R. C. Jones*  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 12(j) of The Family Law Reform Act, 1978 (or complete separate affidavit).

SCHEDULE "A"

LANDS OWNED BY RAYMOND ARTHUR WILSON

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of Parts of Lots 101 and 102, on a Plan of Survey referred to as BR-2 and being a subdivision of Lot 6, Concession 1, East of Hurontario Street, and Part of the West Half of Lot 6, Concession 1, East of Hurontario Street, and being designated as PART 2 as shown on a Plan of Survey of record 43R-1398 in the Land Registry Office for the Registry Division of Peel (No. 43);

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of Parts of Lots 101 and 102, on a Plan of Survey referred to as BR-2 and being a subdivision of Lot 6, Concession 1, East of Hurontario Street, and Part of the West Half of Lot 6, Concession 1, East of Hurontario Street, and being designated as PART 1 as shown on a Plan of Survey of record 43R-3614 in the Land Registry Office for the Registry Division of Peel (No. 43).

LANDS OWNED BY SHIRLEY BARBARA WILSON

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of part of the West Half of Lot 6, Concession 1, East of Hurontario Street, Part of Block "H" and Hemlock Street, according to a Plan of Survey by A. B. Scott, P.L.S., known as BR-13 and Lot 12, Part of Lots 11 and 13, Block "H" on a Plan of Survey by A. B. Scott, P.S.S., known as BR-26, and Part of Lots 103 and 104 on a Plan of Survey by J. S. Dennis, P.L.S., known as BR-2, and being designated as PART 1 as shown on a Plan of Survey of record deposited in the Land Registry Office for the Registry Division of Peel (No. 43) as Plan Number 43R-1398.

SAVE AND EXCEPT that portion of the above-described lands which are composed of Part of Lot 103 on a Plan of Survey referred to as BR-2 being a subdivision of Lot 6, Concession 1, East of Hurontario Street ~~and~~ Part of the West Half of Lot 6, Concession 1, East of Hurontario Street, being designated as PART 1 on Reference Plan 43R-3614.

The said Plans BR-2, BR-13 and BR-26 are plans of subdivision of Part of the said Lot 6, Concession 1, East of Hurontario Street.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, (formerly the Town of Brampton, in the County of Peel) and being composed of part of Lot 6, Concession 1, East of Hurontario Street, in the said City of Brampton, and being part of Lots 103 and 104, according to a Plan referred to as BR-2 as laid out on a Plan of part of Lot 6 by John S. Dennis, P.L.S. dated July, 1850 and more particularly designated as PARTS 1 and 2 on a plan of survey of record filed in the Land Registry Office for the Registry Division of Peel (No. 43) as 43R-2490.

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	DETAILED SITE PLAN IS TO BE APPROVED IN ACCORDANCE WITH BY-LAW 275-79 PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.				
ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS TO BE APPROVED IN ACCORDANCE WITH BY-LAW 275-79 PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE APPROVED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	TO BE APPROVED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.				

LANDS AND EASEMENTS TO BE CONVEYED TO THE CITY

1. A four metre (4 m.) widening along the entire Church Street East frontage of the lands in the location shown on Schedule D-1.

That part of the lands shown hatched on Schedule D-1.

Future  
Roadway  
and  
Public  
Open  
Space

The westerly boundary of these lands is shown on Schedule D-1 in its approximate location and prior to conveyance of this land, this boundary shall be located to the satisfaction of the Commissioner of Public Works in accordance with a plan of survey prepared by an Ontario Land Surveyor.

SPECIAL PROVISIONS

1. The Owner covenants and agrees that the lands shall be developed for a high rise condominium apartment building containing a maximum of fifty-five (55) dwelling units and shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that building permits will not be issued until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 275-79.

Concept  
Plan

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

City  
Capital  
Contribu-  
tions

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 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.

3. The Owner covenants and agrees to pay to the  
Regional Region, the levies set forth in Schedule G attached  
Levies hereto, in the manner and at the times set forth in  
Schedule G and the Owner further agrees that the  
policies set forth in Schedule G shall be binding upon  
the Owner and the Owner further agrees to comply with all  
the provisions of it.

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.

4. The Owner shall pay to the City prior to the issuance  
Cash-in- of a building permit, the sum of Forty-nine Thousand, Five  
Lieu of Hundred Dollars (\$49,500.00) which represents a payment of  
Parkland money in lieu of the conveyance of land for park purposes.

5. The Owner shall pay to the City, prior to the  
Admini- registration of the plan, in addition to normal permit fees in  
stration respect of administrative, planning, engineering and legal costs  
Fees incurred by the City and the Region, an amount equal to four  
per cent (4%) of the total cost of the works for which security  
is deposited pursuant to paragraph 17 of this  
agreement to a maximum of Three Thousand Five Hundred Dollars  
(\$3,500.00) where the total cost of these works is less than  
One Hundred Thousand Dollars (\$100,000.00); three and one-half  
per cent (3½%) to a maximum of Fifteen Thousand Dollars  
(\$15,000.00) of the cost of these works between One Hundred  
Thousand Dollars (\$100,000.00) and Five Hundred Thousand  
Dollars (\$500,000.00); and three per cent (3%) of the cost of



these works in excess of Five Hundred Thousand Dollars (\$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 in proportion to the estimated costs of these works for which each of the City and the Region is responsible. In the event that the total cost of these works cannot be accurately determined prior to registration of the plan, a deposit based on the estimated cost of the total works as approved by the Commissioner of Public Works and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of these works prior to the issuance of any building permits within the plan.

6.

Hemlock  
Street

6.1 The Owner acknowledges that the City is the owner of the existing unopened road allowance known as Hemlock Street which bisects the lands in the location shown on Schedule D-1. The Owner shall, within thirty (30) days of the date of the rezoning by-law coming into force, deliver to the City a quit claim deed in a form satisfactory to the City for the said Hemlock Street.

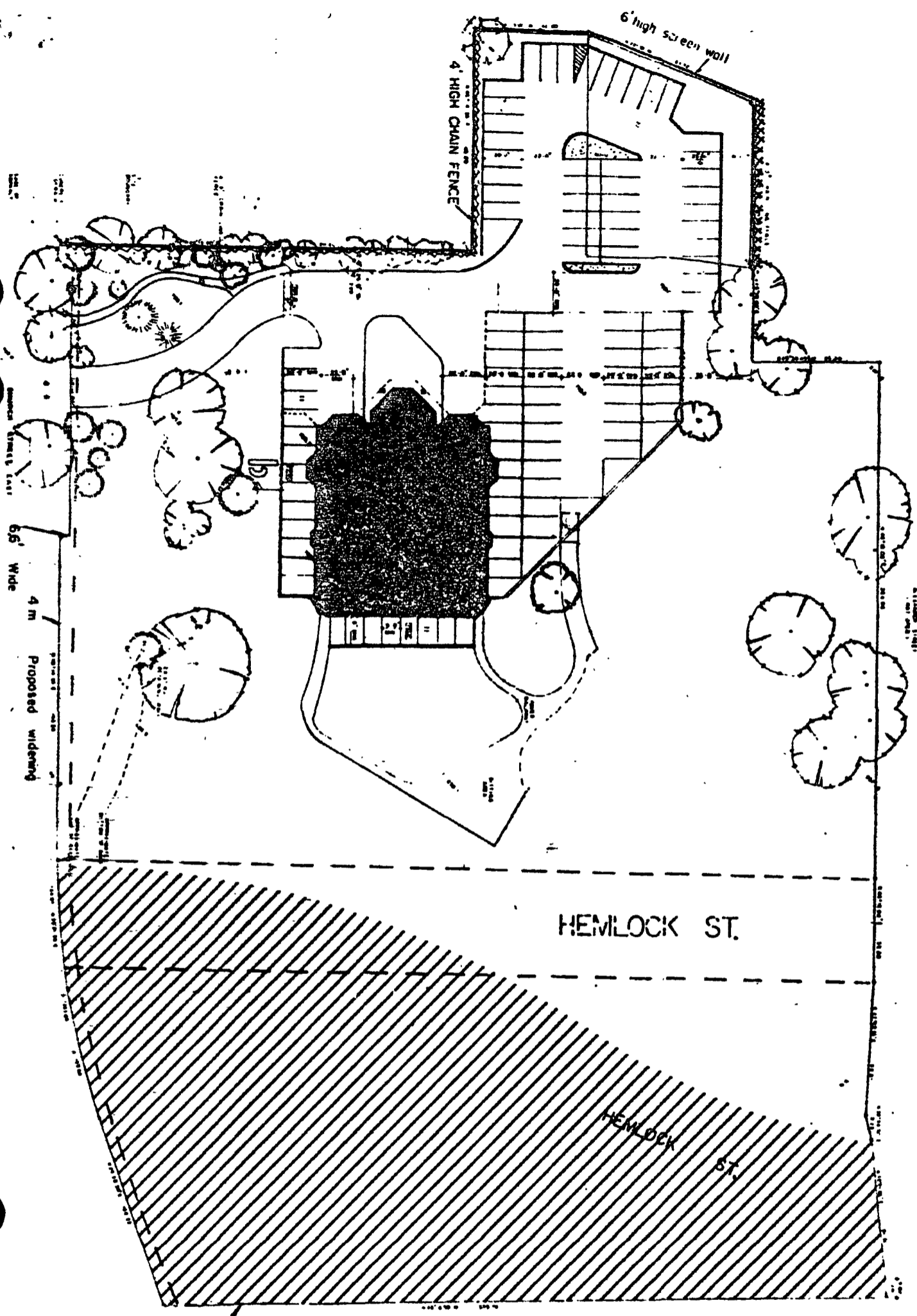
6.2 The City shall, within ninety (90) days of the rezoning by-law for the development of the lands coming into force and in any event prior to the issuance of a building permit, stop up, close and convey to the Owner in fee simple free of all encumbrances, that part of existing Hemlock Street lying to the west of the easterly limit of the lands shown hatched on Schedule D-1 (which lands are being conveyed to the City pursuant to this agreement). The consideration for this conveyance shall be the sum of One Dollar (\$1.00) and the Owner shall be responsible for all costs incurred in closing part of Hemlock Street, including without limiting the generality of the foregoing, all legal, surveying and advertising costs.

7. The Owner shall incorporate a tree survey in the  
Trees landscape plan required to be approved by this agreement  
and the Owner agrees that it will not remove any existing  
trees on the lands prior to the approval of the landscape  
plan and thereafter existing trees shall only be removed  
in accordance with the provisions of clause 11 of this  
agreement and the approved landscape plan.

8. The Owner agrees that the lands shown on Schedule  
Condo- D-1 shall be developed by means of a registered condominium  
minium corporation and the individual condominium units may be  
Develop- marketed and sold as condominium units or dealt with as a  
ment rental project. 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 D-1.

9. In the event the Owner conveys the lands to a third  
Third Party party and the Owner provides the City with an agreement in a  
form satisfactory to the City from the new owner and mortgagees,  
if any, agreeing to be bound by the terms of this agreement, the  
City shall then release the Owner of all of its obligations  
hereunder.

Sidewalk The Owner shall, prior to the issuance of a building  
permit, pay to the City an amount to be calculated by the  
Commissioner of Public Works representing the cost of  
constructing a sidewalk in accordance with current City  
specifications along the north side of Church Street abutting  
the lands.



**KEY**

Existing Trees To Be Retained



Deciduous



Coniferous

SITE PLAN

**R. WILSON PROPERTY**



**CITY OF BRAMPTON**  
 Planning and Development

Date: 81. 08 28 Drawn by: J. K.

File no. CIE6.6A Map no. 43-36C

1:720

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

\_\_\_\_\_  
(Insured Party)

has comprehensive general liability insurance coverage with

\_\_\_\_\_  
(Insurance Company)

under Policy No. \_\_\_\_\_, for the work at

\_\_\_\_\_  
(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations"
3. includes the City as an additional named insured,
4. contains no exclusions for damage or loss from blasting vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 13 of the agreement dated \_\_\_\_\_, between

\_\_\_\_\_ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

NAME OF AGENCY OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY CAPITAL CONTRIBUTIONS AND LEVIES

1. The Owner covenants and agrees to Capital unconditionally pay to the City without protest or Contributions 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.

1.6 in accordance with the capital contribution policy of the City, the Owner is entitled to a credit of

Sixty-Nine point seventy-three  
Dollars (\$ 69.73 ) per dwelling unit on account of the capital contributions required by this agreement. The capital contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of

Sixty-Nine point seventy-three  
Dollars (\$ 69.73 ) shall then be deducted from the capital contribution required for each dwelling unit.

(The Index Base at September 22, 1980 is taken as 228.2.)

PEEL LOT LEVIES

## 1. Peel lot levies are as follows:

	Base Contribution <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.

DATED: \_\_\_\_\_

RAYMOND ARTHUR WILSON and  
SHIRLEY BARBARA WILSON

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

---

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

---

A G R E E M E N T

---

CITY OF BRAMPTON,  
LAW DEPARTMENT,  
150 CENTRAL PARK DRIVE,  
BRAMPTON, ONTARIO.  
L6T 2T9





# BY-LAW

No. 231-81

To authorize the execution of an agreement  
between Raymond Arthur Wilson, Shirley  
Barbara Wilson, The Corporation of the  
City of Brampton and The Regional  
Municipality of Peel

(ROY WILSON)