



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

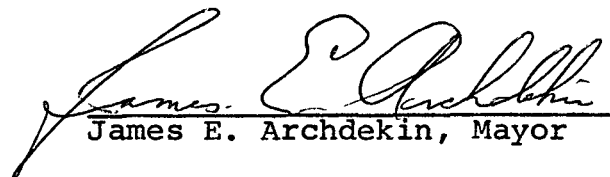
Number 233-76

A By-law to authorize the execution of an Agreement between M.J.H. Holdings Limited, The Corporation of the City of Brampton, and Deltan Realty Limited and Alert Warehousing Limited.

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 M.J.H. Holdings Limited, The Corporation of the City of Brampton, and Deltan Realty Limited and Alert Warehousing Limited, attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of November, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

PASSED November 8, 1976



BY-LAW

No. 233-76

A By-law to authorize the execution of an Agreement between M.J.H. Holdings Limited, The Corporation of the City of Brampton, and Deltan Realty Limited and Alert Warehousing Limited.

MEMORANDUM OF AGREEMENT made in duplicate this 8th
day of November 1976.

*Nov-15/76
Dals not reg'd
need to be reg'd
Drs Handy per AS*

BETWEEN:

M. J. H. HOLDINGS 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

DELTAN REALTY LIMITED

and

ALERT WAREHOUSING LIMITED

hereinafter called the 'Mortgagees'

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 the Mortgagees are the only mortgagees of 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;

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 west of McKay Street in the City of Brampton and more particularly described as Block "F" according to Registered Plan M-76 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

Site Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIPEMENTS

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 sche-
 dule. As construction is undertaken on the building, all
 ramps, driveways and parking areas used in conjunction there-
 with 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 occu-
 pancy 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. 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 side-
 walks 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.

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 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 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.

8. The Owner agrees to grant to the City a thirty-foot (30'0") easement for a storm sewer line and all necessary appurtenances over the south-easterly portion of the lands shown on Schedule "A" in the location designated on Schedule "A" and the Owner also agrees to convey to the City an easement for overland drainage from McKay Street to the southerly limit of the property in the location shown on Schedule "A". Transfers of easement shall be in a form satisfactory to the City and shall be registered against the lands shown on Schedule "A" prior to the issuance of any building permits and prior to any application for condominium registration.

9. 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 buildings on the lands shown on Schedule "A"

10. 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.

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.

12. 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

13. 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.

14. Regional easement
 The Owner agrees to convey to the Regional Municipality of Peel a thirty-foot (30'0") easement for a sanitary sewer line and all necessary appurtenances thereto along the south-easterly boundary of the property shown on Schedule "A" in the location designated on Schedule "A". The transfer of easement shall be in a form satisfactory to the Regional Municipality of Peel and shall be registered by the Owner against the title to the lands shown on Schedule "A" prior to the issuance of any building permits and prior to any application for condominium registration

15. 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

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 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

17. The Owner and the City shall establish an
Archi- "Architectural Control Committee", hereinafter called the
tectural "Committee", consisting of three members. The Committee
Control "Committee", consisting of three members. The Committee
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.

18. 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".

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.

20.

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.

21.

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.

22.

Succes-
sors 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.

23.

Mort-
gagees

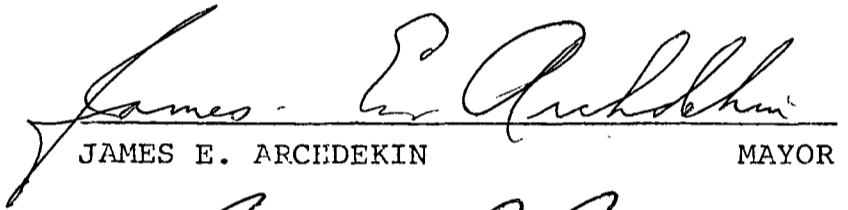
The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, the title thereto shall be subject to the terms hereof, in the same manner as if they had executed this Agreement as owner.

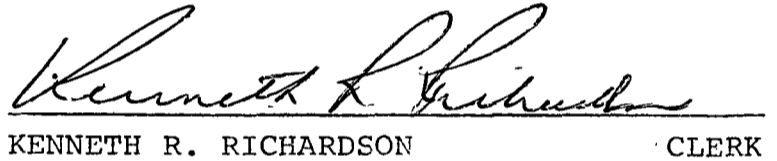
IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

M. J. H. HOLDINGS LIMITED

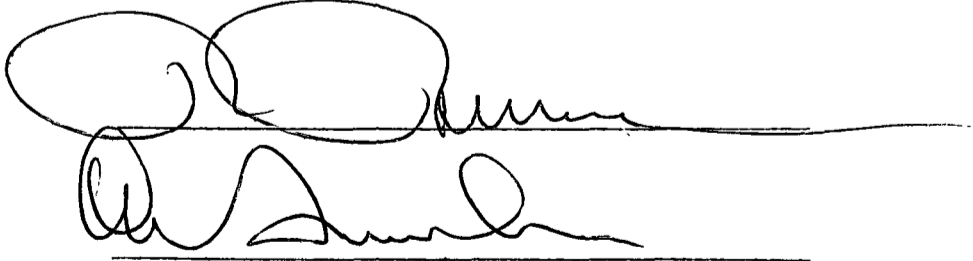


THE CORPORATION OF THE CITY OF BRAMPTON

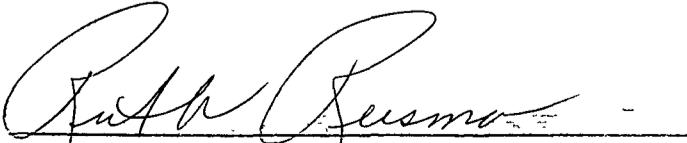

JAMES E. ARCHDEKIN MAYOR


KENNETH R. RICHARDSON CLERK

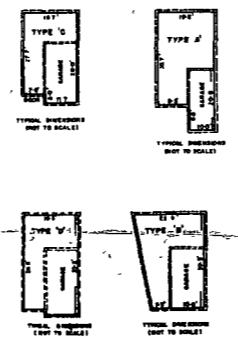
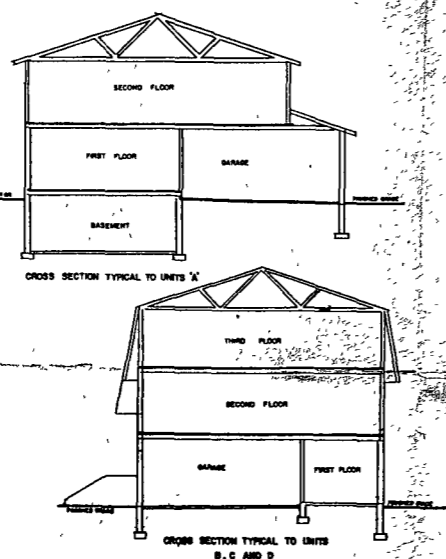
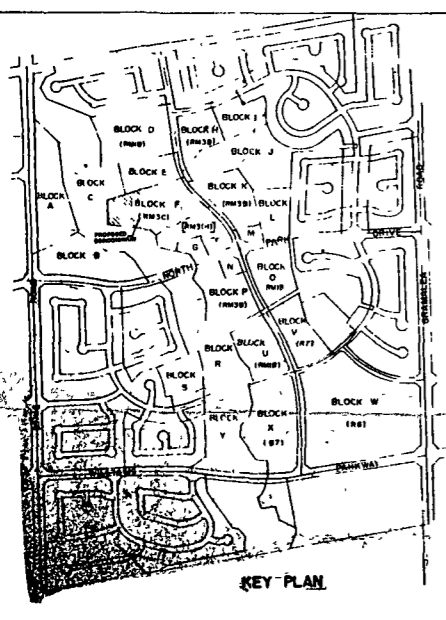
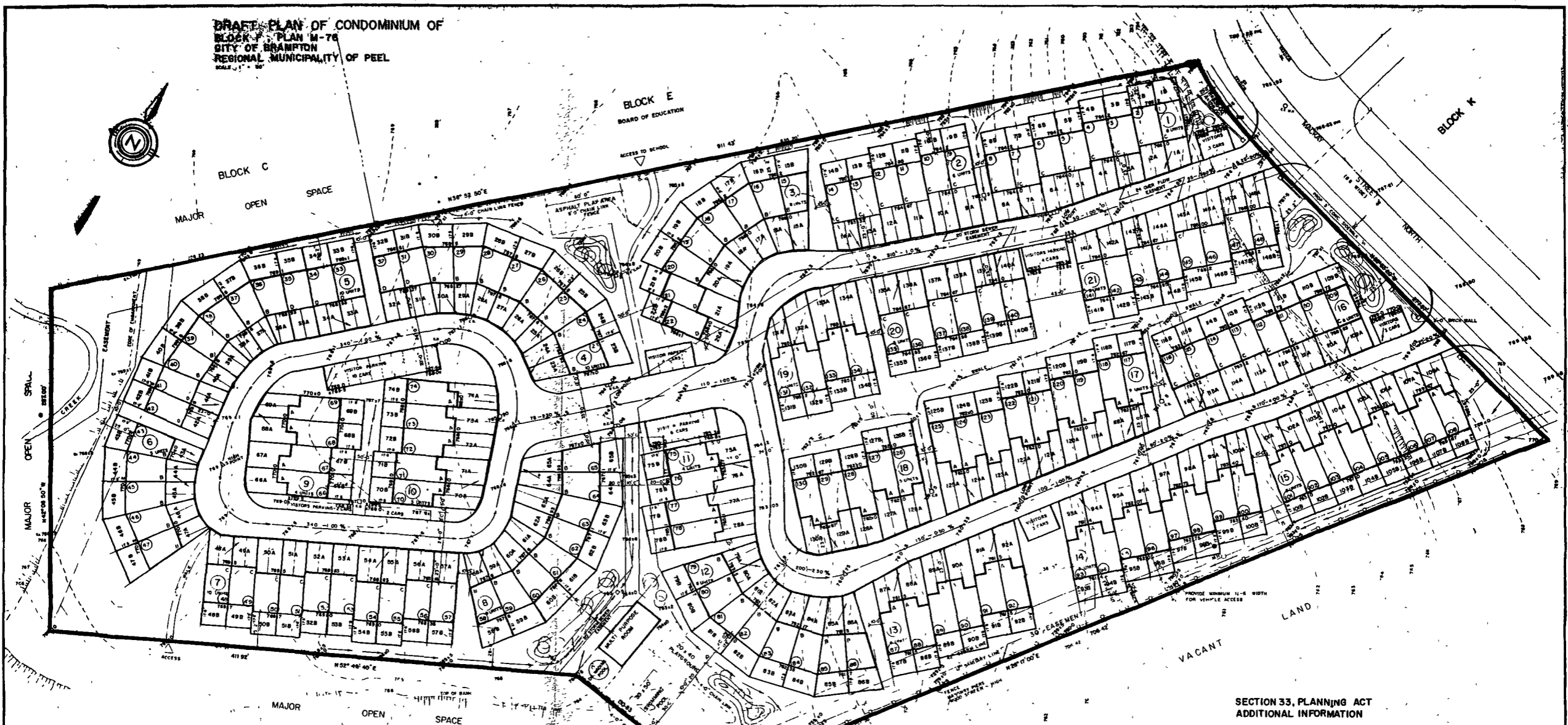
DELTA REALTY LIMITED



ALERT WAREHOUSING LIMITED



**DRAFT PLAN OF CONDOMINIUM OF
BLOCK F PLAN M-76
CITY OF BRAMPTON
REGIONAL MUNICIPALITY OF PEEL**



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.
DATE: Sept 9th 1976
ANTON KIKAS - O.L.S.

LOT INFORMATION

LOT AREA - 9.836 ACRES = 402,320 SF FT

BUILDING	# OF UNITS	UNIT COVERAGE	TOTAL UNIT COVERAGE
TYPE A	53	735	38,949 SF
TYPE B	40	630	25,200 SF
TYPE C	48	508	24,384 SF
TYPE D	3	640	1,920 SF
TOTAL	144		90,453 SF

PERCENTAGES
BUILDING COVERAGE 24.1%
PAVING COVERAGE 24.38%
LANDSCAPED AREA 51.52%

LEGEND
--- PROPOSED ELEVATION
--- EXISTING ELEVATION

**SECTION 33, PLANNING ACT
ADDITIONAL INFORMATION**

- (A) AS SHOWN ON DRAFT PLAN
- (B) THE APPLICANT HAS NO OTHER UNDEVELOPED HOLDINGS IN THE AREA
- (C) AS SHOWN ON KEY PLAN
- (D) AS SHOWN ON THIS PLAN
- (E) AS SHOWN ON DRAFT PLAN
- (F) AS SHOWN ON DRAFT PLAN
- (G) AS SHOWN ON DRAFT PLAN
- (H) AS SHOWN ON DRAFT PLAN
- (I) SANDY SILT TILL (VERY DENSE)
- (J) AS SHOWN ON DRAFT PLAN
- (K) SANITARY AND SEWER MAINS TO BE INSTALLED
- (L) AS SHOWN ON DRAFT PLAN

OWNER'S CERTIFICATE
I HEREBY AUTHORIZE ANTON KIKAS LIMITED TO PREPARE AND SUBMIT THIS CONDOMINIUM DRAFT PLAN TO THE MINISTRY OF HOUSING FOR APPROVAL.
M J H HOLDINGS LTD.
A. BISHOP, AUTHORIZED SIGNING OFFICER

Peter Mc Cutcheon Architect

NOTES
SHOW THIS FOR TITLE IN FEE SIMPLE (1)
UNIT NUMBERS WITH APPROX 'A' AND 'B' ARE COMMON WITH UNIT ARE FOR EXCLUSIVE USE OF THE OFFICE OF THE ADJUTANT CLERK
CONSTRUCTION TO BEGIN IN OCT 1976 - COMPLETION IN MONTHS THEREAFTER
NO BUILDING ON SITE AT PRESENT
LAND IS PRESENTLY ZONED R-10A

DATE	DESCRIPTION	REVISION



ANTON KIKAS LIMITED
Professional Engineer
2000 AVENUE ROAD, TORONTO, ONT. M8Z 1R7

M.J.H. HOLDINGS LTD.
1000 AVENUE ROAD, TORONTO, ONT. M8Z 1R7

DATED

M. J. H. HOLDINGS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

DELTAN REALTY LIMITED
AND
ALERT WAREHOUSING LIMITED

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON
ONTARIO
L6V 1A4