



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 240-77

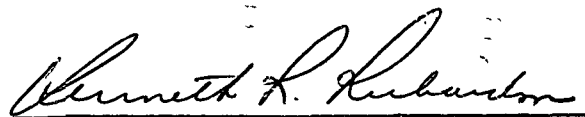
A By-law to authorize the execution of an Agreement between Terrace Wood Town Homes Limited and The Corporation of the City of Brampton and The Bank of Nova Scotia.

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 Terrace Wood Town Homes Limited and The Corporation of the City of Brampton and The Bank of Nova Scotia, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of September, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 6th
day of September , 1977.

B E T W E E N :

TERRACE WOOD TOWN HOMES 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 BANK OF NOVA SCOTIA

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^{is} ~~are~~ the only mortgagees
of the said lands;

AND WHEREAS the Owner has applied to the City for
rezoning of the said lands and the City is of the opinion that
such rezoning 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 rezone
the said lands, the parties hereto agree each with the other
as follows:

The lands located to the south of Clark Boulevard between Eastbourne Drive and Torbram Road and more particularly described as Block "B" according to Registered Plan 817 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.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. 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.

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

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 other material. The City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth, mud, or other material 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 therefore by the City Engineer.

5.
Con-
struc-
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.

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.

7.
Grading,
building
and land-
scaping
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, resetting 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".

8. Fencing 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.

9. 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 roadways 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 roadway provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

10.

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

11.

Regional services

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.

12.

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

13. 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.

14. The Owner shall pay to the City prior to the issuance of any building permits, 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 per cent (4%) of the total cost of the works 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 per cent (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 per cent (3%) of the cost of the 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 the works for which each of the City and the Region is responsible.

15. The City acknowledges that with respect to a previous application for a building permit under a previous development plan, the sum of One Hundred and Sixty Thousand Dollars (\$160,000.00) was paid to the former Township of Chinguacousy on account of the levies required at that time. The City hereby agrees that the said sum of One Hundred and Sixty Thousand Dollars (\$160,000.00) previously paid on account of levies plus any interest earned since the date of payment shall be accepted by the City in lieu of the

City
levies

current City levies provided that Block "B", Registered Plan 817 is developed only in accordance with Schedule "A" to this agreement.

16. Changes in levies The levies set out in paragraph 15 of 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 changes in the levies of the City take effect with respect to the development covered by this agreement earlier than two 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 year period, any resolution of City Council altering the aforesaid levies 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.

GENERAL

17. Architectural 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.

18. /
Co-
minium
ora-
The Owner agrees that the lands shown on Schedule "A" shall be developed and marketed under a condominium corporation and the Owner agrees and undertakes to file with the City of Brampton prior to application for condominium registration the proposed by-laws and declarations for the condominium corporation which by-laws and declarations 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" provided that the said condominium policy does not conflict with the provincial requirements for condominium registration.

19. 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. 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. 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. The Mortgagees joins herein to consent to the terms herein and covenants and agrees that in the event that the lands become vested in the said Mortgagees ~~or any of~~ ^{it} ~~them~~ ~~they~~ shall be required to comply with the terms herein to the same extent as if ^{it} ~~they~~ had joined as owners.

24. The Owner agrees that this agreement may be registered against Block "B", Registered Plan 817.

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.

TERRACE WOOD TOWN HOMES LIMITED

[Handwritten Signature]

President

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten Signature]

JAMES E. ARCHDEKIN MAYOR

[Handwritten Signature]

KENNETH R. RICHARDSON CLERK

THE BANK OF NOVA SCOTIA

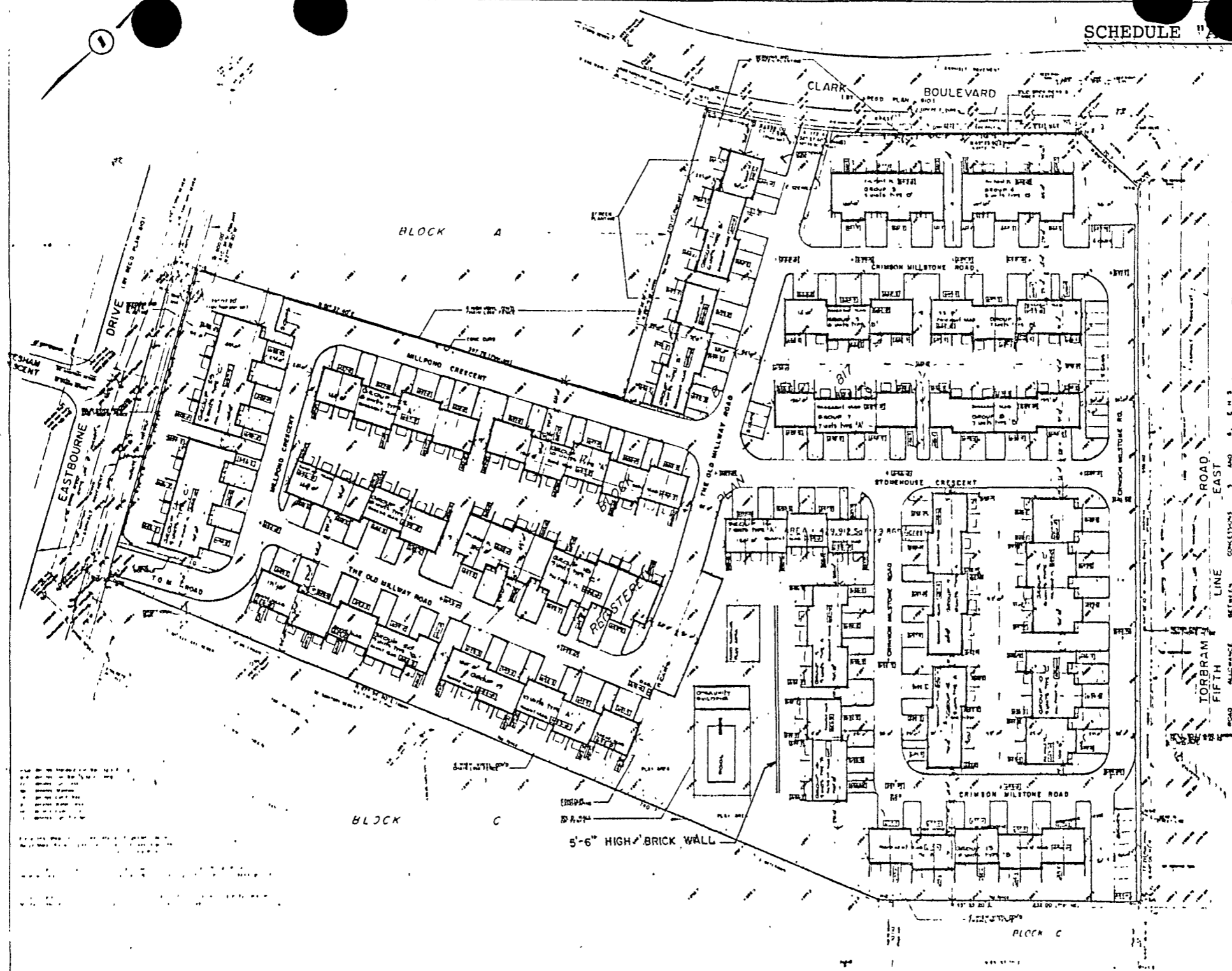
Per: *[Handwritten Signature]*

GENERAL MANAGER

Per: *[Handwritten Signature]*

SECRETARY

B.N.S. Document
No. 17012/77
Approved for
Execution *[Handwritten Initials]*



ROAD ALIQUANCE BETWEEN CONCRETE AND 5'-6" H. S.



B. J. ...
 REGISTERED ARCHITECT
 PROJECT NO. ...
 SHEET NO. ...

A-1

DATED: September 6, 1977

TERRACE WOOD TOWN
HOMES LIMITED

AND

THE CORPORATION OF
THE CITY OF BRAMPTON

AND

THE BANK OF NOVA SCOTIA

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

To The Registrar of the Registry Division of

J. JUDITH E. HENDY of the City of Brampton,
in the Regional Municipality of Peel

hereby deposit with you and require you to take into your custody, pursuant to Part II of The Registry Act, the following documents:—

Description of Documents	Names of all Parties	Any other particulars or subject of certificate, affidavit, etc.	Lands in this Registry Division to which Documents relate
Condominium Agreement	TERRACE WOOD TOWN HOMES LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON AND THE BANK OF NOVA SCOTIA		Block "B" according to Registered Plan 817 as shown on Schedule "A" annexed to the agreement. <i>in the City of Brampton, Regional Municipality of Peel (formerly the Township of Charington County of Peel).</i>

UP TO TEN DOCUMENTS MAY BE FIRMLY ATTACHED TO THIS REQUISITION.

Dated October 26th, 1977

Signature *J. E. Hendy* Judith E. Hendy

Address City of Brampton, 24 Queen Street East, Brampton, Ontario. L6V 1A4

Occupation City Solicitor.

Dated October 26th 1977

In the Matter of the Title to

~~Lot No.~~ Block "B"

Plan of ~~Concession~~ No. 817

Municipality Peel

Deposit

Newsome and Gilbert, Limited, Toronto

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

017 OCT 31 11 10 45

Deposit No: 452483
Registry Division of Peel (No.43)
The documents herein mentioned were deposited
10:46 A.M.
OCT 31 1977 in the
Land Registry Office
at Brampton,
Ontario:
Nera Porter
LAND REGISTRAR

PASSED September 12 1977



BY-LAW

No. 240-77

A By-law to authorize the execution
of an Agreement between Terrace Wood
Town Homes Limited and The Corporation
of the City of Brampton and The Bank of
Nova Scotia.