

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 266-75

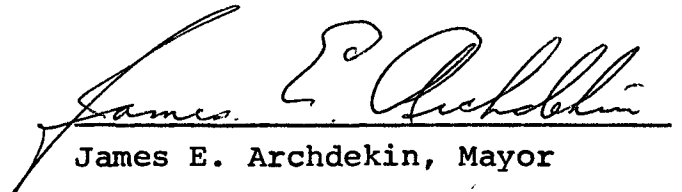
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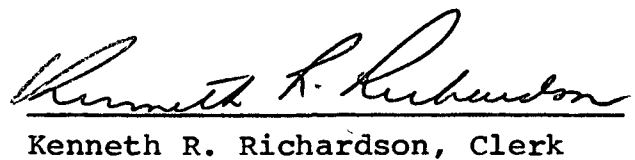
A By-law to authorize the execution of an Agreement between Cloverlawn Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and T. Mervyn Robinson.

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 Cloverlawn Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and T. Mervyn Robinson, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of December, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this

17th day of December, 1975

B E T W E E N

CLOVERLAWN INVESTMENTS LIMITED

hereinafter called the 'Owners'

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

A N D

T. MERVYN ROBINSON

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner or the purchaser under a duly executed Agreement to Purchase of the lands described on Schedule 'B' annexed hereto and further warrants that the Mortgagees 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:

SITE PLAN

1. The lands located at the north-east corner of Number Seven Highway and Torbram Road in the City of Brampton and more particularly described in Schedule 'B' to this agreement shall be developed in accordance with a site plan annexed hereto as Schedule 'A' to this agreement and provided that the building can be constructed anywhere within the boundary of the site plan building area and further provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval and the Owner agree that within three months after the date on which the Ontario Municipal Board approval becomes final, all buildings presently in existence on the lands described in Schedule 'B' shall be demolished and all uses of the lands not in accordance with the Zoning by-law and this agreement shall cease.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas 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 and all landscaping 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 condition from time to time.

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

4. 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 during construction. 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.

5. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owner, its agents, servants, employees, subcontractors or material suppliers.

6. 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 existing watercourse on the said lands in a manner satisfactory to the City Engineer. If required by the City Engineer a system of storm water sewers shall be installed on the Owner's land by the Owner to the satisfaction of the City Engineer and shall be connected to the existing watercourse on its original or diverted location on the Owner's lands and as shown on the attached Schedule 'A'.

7. The Owner shall construct a five-foot wide concrete sidewalk along the east side of Torbram Road for the full frontage of the property.

8. Detailed grading, building and landscaping plans for the lands shown on Schedule 'A' will be filed by the Owner and be subject to the approval of the City Engineer, Director of Parks and Recreation and Building and Zoning Co-ordinator prior to the issuance of a building permit. 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 landscaping 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 the prior written approval of the City Director of Parks and Recreation.

9. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

10. The Owner shall fence the boundary of the lands where indicated on Schedule 'A' to the standard of the City.

11. At no cost to the City, the Owner shall grant unto the City free of encumbrances the lands indicated on Schedule 'A' for municipal purposes. The executed deeds for the aforesaid lands shall be lodged with the City prior to the issuance of any building permit in respect of the lands.

12. The Owner agrees to assume the cost of all studies and all necessary construction work including drainage and relocation of services to provide a right and left-turn storage lane on Torbram Road to facilitate turns into the lands described in Schedule 'B' to this agreement and more particularly shown on Schedule 'A'. The Owner agrees that no building permit shall be granted until such time as plans for the said right and left-turn storage lane have been approved by the City Engineer.

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 appurtenance

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. 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.

15. The Owner hereby covenants and agrees that the noise control features described in Schedule 'C' shall be followed in the building designs of any buildings erected on the lands described in Schedule 'B'.

16. The Owner shall obtain the approval of the Ministry of Transportation and Communications with respect to any access from Highway Number 7 to the lands shown on Schedule 'A' and the City shall not be obligated to issue any building permit until provided with confirmation from the Ministry of Transportation and Communications that it is satisfied with the proposed access.

FINANCIAL

17. 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.

18. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of all works to be constructed on public property and on the property required to be conveyed to the Municipality, other than the cost of construction of the Owner's buildings. For

the purpose of the provision of the security required under this paragraph, all estimates shall be approved by the City Engineer. The said security is to ensure the performance of such work as is required to be performed by this agreement and the security required hereby shall be provided prior to the issuance of any building permits.

19. The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall be issued in the joint name of the Owner and City and shall remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$500,000 all-inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain 'completed operations' clause. Premiums on such policies shall be paid by the Owner for at least three years from the date on which the policy is deposited with the City and all such policies shall contain a provision that they cannot be cancelled except on thirty days written notice to the City. The issuance of such 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. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event the Owner shall file a renewal certificate with the City not later than one month before the expiry date of any policy provided pursuant to this agreement.

20. The Owner shall pay to the City, prior to the issuance of a building permit, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount calculated as a percentage of the total cost of the works to be constructed on public property and on property required to be conveyed to the Municipality, other than the cost of any buildings. This amount shall be equal to four per cent (4%) of such costs 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 (\$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.

GENERAL

21. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

22. 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 proceeding.

23. 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, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

24. 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 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 set their hands and seals.

CLOVERLAWN INVESTMENTS LIMITED

M. B. Wain
Vice Pres.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. O'Connell
MAYOR
Arnell L. Hubbardson
CLERK

THE REGIONAL MUNICIPALITY OF PEEL

Richard Kraft
ACTING CHAIRMAN
Richard Kraft
CLERK

MORTGAGEE

T. Merwyn Robinson

Witness

Bonnie Fleming

9-76
22nd
January 1976

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Chinguacousy in the Regional Municipality of Peel (formerly in the County of Peel) and being composed of part of the West half of Lot 6, Concession 6, East of Hurontario Street in the said Township, which said parcel of land is more particularly described as follows:

PREMISING that the northeasterly limit of the Road Allowance between Concessions 5 and 6 East of Hurontario Street in the said Township adjacent to the said West half of Lot 6, has a bearing of North 44 degrees 07 minutes 10 seconds West, as shown on a Reference Plan deposited in the Registry Office for the Registry Division of Peel as number RD-153, and relating all bearings herein thereto;

COMMENCING at a point which may be located as follows:

BEGINNING at an iron bar planted at a point in the southwesterly limit of the said West half of Lot 6, distant 46.40 feet measured northwesterly thereon from the most southerly angle thereof;

THENCE NORTH 44 degrees 07 minutes 10 seconds West a distance of 266.25 feet to an iron bar; THENCE NORTH 39 degrees 26 minutes East a distance of 219.18 feet to a planted iron bar;

THENCE NORTH 44 degrees 07 minutes 10 seconds West a distance of 100 feet to an iron bar planted; THENCE NORTH 39 degrees 26 minutes East a distance of 219.20 feet to an iron bar planted; THENCE SOUTH 44 degrees 07 minutes 10 seconds East a distance of 200 feet to an iron bar planted; THENCE SOUTH 39 degrees 27 minutes 20 seconds West a distance of 20.04 feet to an iron bar planted; THENCE SOUTH 44 degrees 11 minutes 55 seconds East a distance of 206.99 feet to an iron bar planted; THENCE SOUTH 39 degrees 25 minutes West a distance of 365.11 feet to an iron bar planted; THENCE SOUTH 81 degrees 01 minutes 30 seconds West a distance of 65.10 feet to the point of commencement.

SCHEDULE "C"

- (a) All exterior walls shall be of masonry or pre-finished metal siding insulated with a minimum of two inch fibreglass bats or walls of material equivalent in sound insulation.
- (b) All executive, professional and administrative office areas on any floor immediately below the roof, shall be carpeted and supplied with a dropped acoustic tile ceiling or equivalent in sound insulation. All windows and glazed doors shall be double insulated glass, or equivalent in sound insulation. An alternate treatment of glazed outside doors shall be the provision of a foyer entrance with second glazed inside door.
- (c) All buildings shall be supplied with a roof in accordance with the following specifications:

The roof insulation is to be 1" thick rigid Fesco Board secured to the roof deck with fire resistant adhesive, Lexuco or equal.

The roofing is to be built of 4 plys of 15# perforated felt mopped solid with asphalt.

Three plys of asbestos felt mopped solid with asphalt may be used as an equal.

The gravel is to be clean and dry and applied at the rate of 400 lbs. per 100 sq. ft.

The roofing asphalt is to conform to the C.S.A. specification A.123-7, 140^oF. melting point.

All flashings are to be 26 gauge galvanized iron except over prefinished siding in which case flashings shall be the same as the prefinished siding.

To The Registrar of the Registry Division of

I, 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
Subdivision Agreement	Cloverlawn Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and T. Mervyn Robinson		Part of the West half of Lot 6, Concession 6, E.H.S. in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Township of Chinguacousy, in the County of Peel) as in Instrument No. VS 402989 and more particularly described on Schedule "B" annexed to the agreement.

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

Dated at Brampton, this 3RD day of June, 1977

Signature *J. E. Hendy* Judith E. Hendy
City of Brampton,

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

Occupation City Solicitor.

Dated June 19 77

In the Matter of the Title to

1977 JUN 3 AM 9 44 Part of West

Half of Lot No. 6

432662

Deposit No.

Registry Division of Peel (No.43)

The documents herein mentioned were deposited

9:44 A.M.

JUN 03 1977 in the

Land

Registry Office
at Brampton,
Ontario.

Vera Foster
LAND REGISTRAR

Plan or Concession No. 6

Municipality Peel

Deposit

Newsome and Gilbert, Limited, Toronto

Judith E. Hendy,
City Solicitor,
City of Brampton,
24 Queen Street East,
Brampton, Ontario.
L6V 1A4