



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

266-78

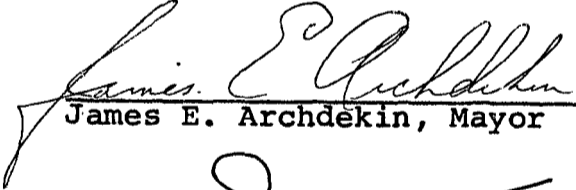
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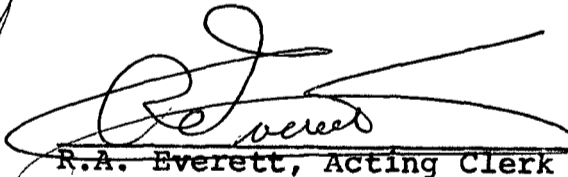
To authorize the execution of an Agreement between Kenneth James Marsh, The Corporation of the City of Brampton, and The Regional Municipality of Peel.

The Council of the Corporation of the City of Brampton
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Kenneth James Marsh, The Corporation of the City of Brampton, and The Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 6th day of November, 1978.


James E. Archdekin, Mayor


R.A. Everett, Acting Clerk

505738

W $\frac{1}{2}$ Lot 4, Conc. 2, EHS

MEMORANDUM OF AGREEMENT made in duplicate this 6th
day of *November*, 1978.

B E T W E E N :

KENNETH JAMES MARSH

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

A N D

N/A

hereinafter called 'the Mortgagees'

OF THE FOURTH 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 the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for a rezoning of the land 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 lands, the parties hereto agree each with the other as follows:

1. The lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board.

Site Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the Commissioner of Public Works of the City of Brampton.

Commissioner of Public Works

3. The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B'. 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 Commissioner of Public Works 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.

Ingress & Egress

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

Access

5. During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such

Clean Site

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 hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the said 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.

6. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

7. 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 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 said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner and the City Commissioner of Building, Zoning and Licensing 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 said Commissioner of Public Works.

8. 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 Commissioner of Parks and Recreation, and the Commissioner of Building, Zoning and Licensing prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard on all highways abutting the lands shown on Schedule 'B' which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule 'B'. The Owner shall sod and landscape the lands as shown on the landscape

Construction

Storm Drainage

Grading, Building Landscaping Plans

plan to be filed with the City to the satisfaction of the Commissioner 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 the landscape plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve months following the issuing of a building permit for the building shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9. Fencing The Owner shall fence the boundary of the lands on Schedule 'B' as and where required by the Commissioner of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the said Commissioner 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 occupancy.

OTHER APPROVALS

10. Regional Services Prior to commencement of any works, 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, regional roads within or affected by the plan and necessary improvements thereto, and other matters as the said Region may require. The City shall not 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.

11. Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. 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

12. 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 of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

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.

14. 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 on public land required to be performed by this agreement as estimated by the City Commissioner of Public Works to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

Hydro Services

Administration Fees

Taxes

Securities

OTHER

15. All floodlighting on the land shall be designed and oriented so as to eliminate glare on adjacent roadways and other properties.

16. The Owner agrees that no signs shall be permitted on the lands other than those signs the height, placement, location and design of which have been approved by the Planning Director and the Commissioner of Building, Zoning and Licensing. The Owner acknowledges that a building permit will not be issued until the sign height, placement, location and design have been so approved.

17. The Owner agrees to convey to the City and/or the Region at its own expense free of all encumbrances, the road widenings more particularly set out as follows and further agrees at its own expense to provide all necessary surveys and legal descriptions.

1. 5.18 metre (17 foot) road widening along the entire frontage of property as shown on the site plan attached as Schedule 'B' to be conveyed to the City.

18. The Owner shall complete, perform or make payment for all such matters as are set forth in Schedule 'C' attached hereto within such time limits as are specified in Schedule 'C' attached hereto.

19. 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 of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

Lands
Affected

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 proceeding.

22. Mortgages
 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.

23. Successors & 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 Region 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:

KENNETH JAMES MARSH

AUTHORIZATION BY-LAW	
NUMBER	266-78
FILED IN CITY	64h.
ON THE	
DAY OF	November 1978.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

 JAMES E. ARCHDEKIN MAYOR

 CLERK

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Russel E. Prouse
of the City of Brampton

in the Regional Municipality of Peel, Solicitor make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at Brampton by Kenneth James Marsh

*See footnote

*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 30 day of October 1978



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
DOROTHY HARRIS, a Commissioner, etc.,
Judicial District of Peel, for Prouse,
Fitzhenry, Gaskin & Walsh, Barristers.
Expires January 14, 1980.

* 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 verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

For place of residence insert appropriate County, District, Regional Municipality, etc.

AFFIDAVIT OF SUBSCRIBING WITNESS

I,
of the
in the

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at by

*See footnote

*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
in the
this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

* 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 verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
 NUMBER.....212-78.....
 PASSED BY THE REGIONAL
 COUNCIL ON THE.....14TH.....
 DAY OF DECEMBER 1978.....

S.H. Pearson

CHAIRMAN

Janet Sutton

ACTING CLERK

.....

LEGAL DESCRIPTION OF THE LAND

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 Township of Chinguacousy, in the County of Peel) and Province of Ontario, and being composed of Part of the West Half of Lot Number Four in the Second Concession East of Hurontario Street in the said City of Brampton, the boundaries of which said parcel are described as follows:

PREMISING that the east limit of the allowance for Road between the first and second concessions, east of Hurontario Street, has, at Lot Number Four in the said City of Brampton, an assumed Astronomic Bearing of North 45 degrees 11 minutes West and relating all bearings quoted herein thereto, and

COMMENCING at an iron tube planted in the said East limit of said Road Allowance at the most Southerly angle of the said Lot Number Four;

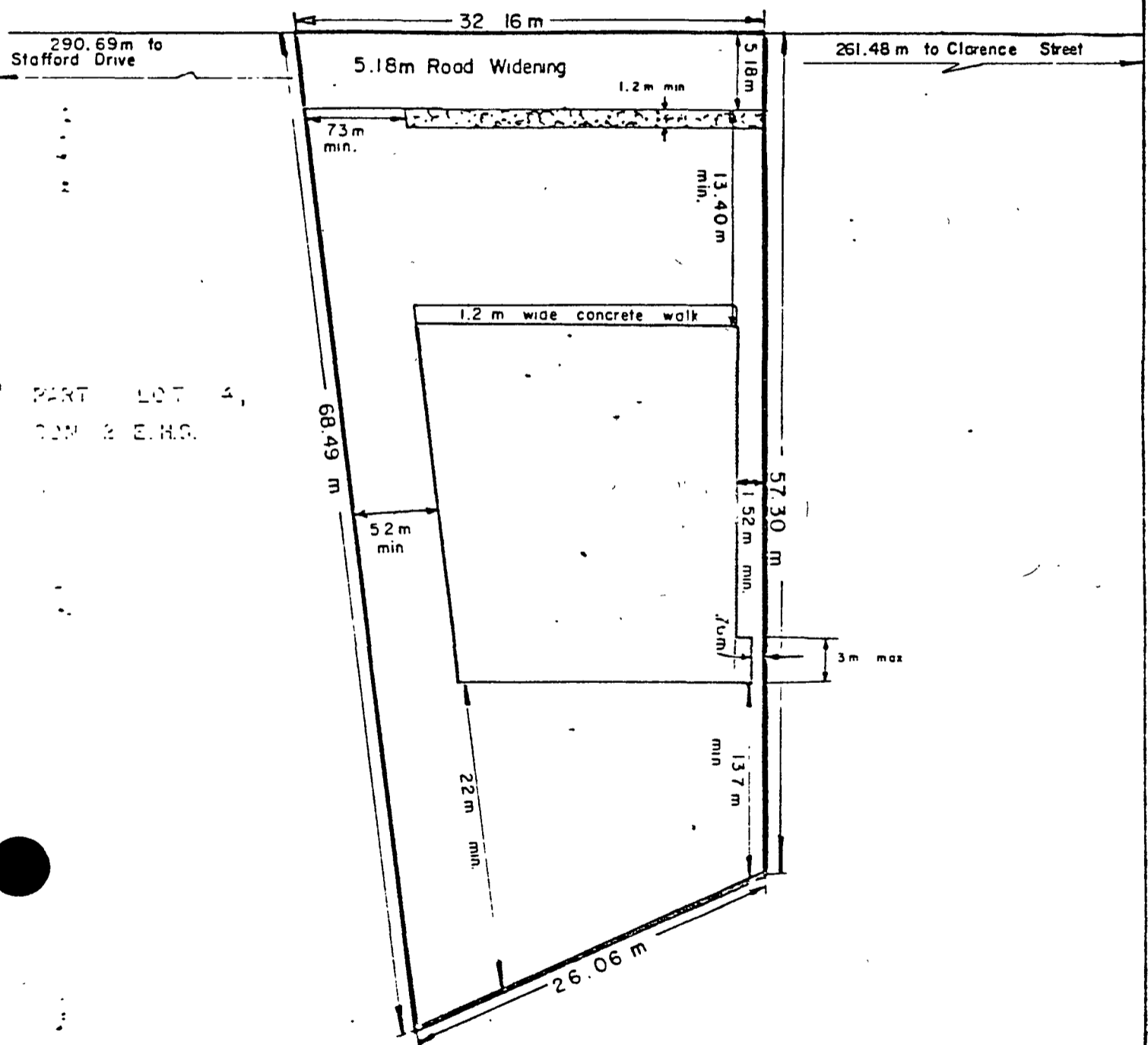
THENCE North 45 degrees 11 minutes West along said limit of said Road Allowance one hundred and five feet (105') more or less to an iron tube planted in the same;

THENCE North 44 degrees 49 minutes East one hundred and eighty-eight feet (188') to a point;

THENCE South 69 degrees 16 minutes East, eighty-six feet and one inch (86'1") more or less, to the line of a fence defining the existing southeast limit of said Lot Number Four,

THENCE South 38 degrees 04 minutes West along said line of fence two hundred and twenty-four and seven-tenths feet (224.7'), more or less, to the point of commencement.

KENNEDY ROAD SOUTH



DEVELOPMENT AGREEMENT Schedule 'B'



Drawn	b k
Date	1978-08-01
File No.	C2E4.2
Dwg No	A 61-12D

Legend

- Landscaped Open Space
- Building Area

Scale

1:400

CITY OF
BRAMPTON
PLANNING
DEPARTMENT

61-12D

DATED: 6 Nov 1978

KENNETH JAMES MARSH

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

A G R E E M E N T

JOHN G. METRAS
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO
L6V 1A4

505728

#only

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