



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 287-77

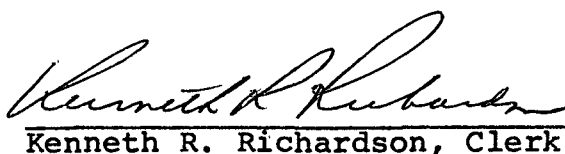
A By-law to authorize the execution of an Agreement between Kerbel Developments Limited and The Corporation of the City of Brampton.

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 Kerbel Developments Limited and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of November, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

APPLICATION TO REGISTER NOTICE OF AGREEMENT

SECTION 78

TO THE LAND REGISTRAR AT BRAMPTON

THE CORPORATION OF THE CITY OF BRAMPTON, being interested in the lands entered in the register for the City of Brampton as Parcel(s) *PLAN-2, SECTION M-133 & PARCELS I-1 & E-1, SECTION M-134* of which KERBEL DEVELOPMENTS LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 10th day of November, 1977 made between KERBEL DEVELOPMENTS LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON, AND WALTER BIANCHI.

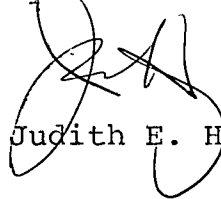
The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this 28th day of November, 1977.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Judith E. Hendy

MEMORANDUM OF AGREEMENT made in duplicate this 10th day of November, 1977.

B E T W E E N :

KERBEL DEVELOPMENTS 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

WALTER BIANCHI,

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands shown on the 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 Bramalea Consolidated Developments Limited, Kerbel Developments Limited, Darcel Construction Company and The Corporation of the City of Brampton and the Regional Municipality of Peel and certain Mortgagees dated the 3rd day of October, 1975;

AND WHEREAS the Owner has applied to the City for site plan approval of a rental apartment project for the said lands and the City is of the opinion that such approval 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 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 agreement dated the 3rd day of October, 1975 as recited above remains in full force and effect except insofar as the same is specifically amended by this agreement and the Owner agrees that all levies required under the aforementioned agreement shall be paid with respect to the lands described herein.

1(a). Notwithstanding anything herein contained the Owner agrees that in the construction and development of the lands described in Schedule "A" the recommendations of Alexander Budrevics and Associates Limited in their report of October 11, 1977, which recommendations and guidelines are attached hereto as Schedule "C", shall be carried out by the Owner.

2. The lands located at the north-east corner of Clark Site Plan Boulevard and Lisa Street in the City of Brampton and more particularly described as Block "F" according to Registered Plan M-133 and Blocks "E" and "I" according to Registered Plan M-134 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

3. The parties hereto agree that this application was specifically based on both buildings shown on Schedule "A" being erected and maintained as rental buildings for the rental of individual apartment units within the buildings.

4. The City agrees to reconvey to the Owner those portions of the one foot reserves abutting the lands shown on Schedule "A" which lie in the locations of approved access points as shown on

Schedule "A". The Owner shall, at his own expense, prepare all necessary surveys, R-Plans and conveyances and shall bear the cost of all registrations in connection with the said reconveyance.

5.

Grading,
Building,
and Land-
scaping
Plans

Detailed grading, building and landscaping plans for the buildings and lands as shown on Schedule "A" annexed hereto 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 shall include detailed specifications of all indoor and outdoor recreational facilities to be provided on the lands shown on Schedule "A" and the Owner agrees to construct and furnish all such recreational facilities in accordance with specifications to be approved by the City Engineer and the Director of Parks and Recreation and the Building and Zoning Co-ordinator. The landscaping plans shall include landscaping for the portion of the boulevard on Lisa Street and on Clark Boulevard abutting the lands shown on Schedule "A" which, subject to the approval of the City, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule "A". 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 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

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 unit on the lands shown on Schedule "A". The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice. The Owner agrees that the recreational facilities and furnishings to be provided within each building shall include all items set out in Schedule "B" of this agreement.

6. 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 landscape 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.

7. Mortgagees 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.

8. 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.

9. Registration The Owner agrees that this agreement may be registered against the title to the lands shown on Schedule "A" or lodged in the Registry Office as a deposit against the said title, and the Owner agrees to execute such further assurances as may be requisite to enable compliance with this provision.

IN WITNESS WHEREOF the Owner has hereunto set its hands and seals and the City of Brampton has caused to be affixed its corporate seal attested by the hands of their proper officers duly authorized in that behalf.

KERBEL DEVELOPMENTS LIMITED

[Handwritten signature]

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten signature: James E. Archdekin]

JAMES E. ARCHDEKIN MAYOR

[Handwritten signature: Kenneth R. Richardson]

KENNETH R. RICHARDSON CLERK

L.C. Beatty as to the signature of Walter Bianchi

[Handwritten signature: Walter Bianchi]

WALTER BIANCHI

I, **LAWRENCE CAMPBELL BEATTY**
of the **City of Brampton**
in the **Regional Municipality of Peel**

make oath and say:

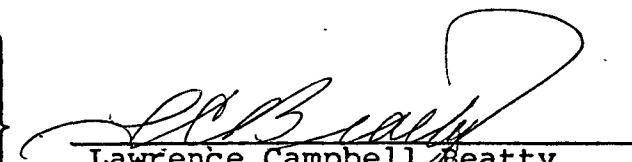
I am a subscribing witness to the attached instrument and I was present and saw it executed
at **Brampton** by **Walter Bianchi**

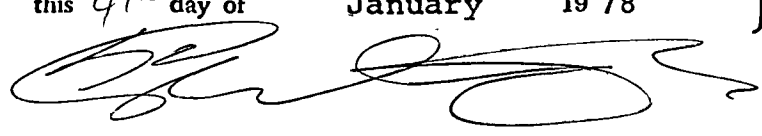
*See footnote

*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 **4th** day of **January** **19 78**


Lawrence Campbell Beatty



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)".

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE

of the

in the

* If attorney see footnote

make oath and say: When executed the attached instrument,

I/WE at least eighteen years old.

Strike out applicable

I was married / divorced / widower.

was my wife / husband.

We were married to each other.

We held the land as Joint Tenants / Trustees / Partnership Property.

Resident of Canada, etc.

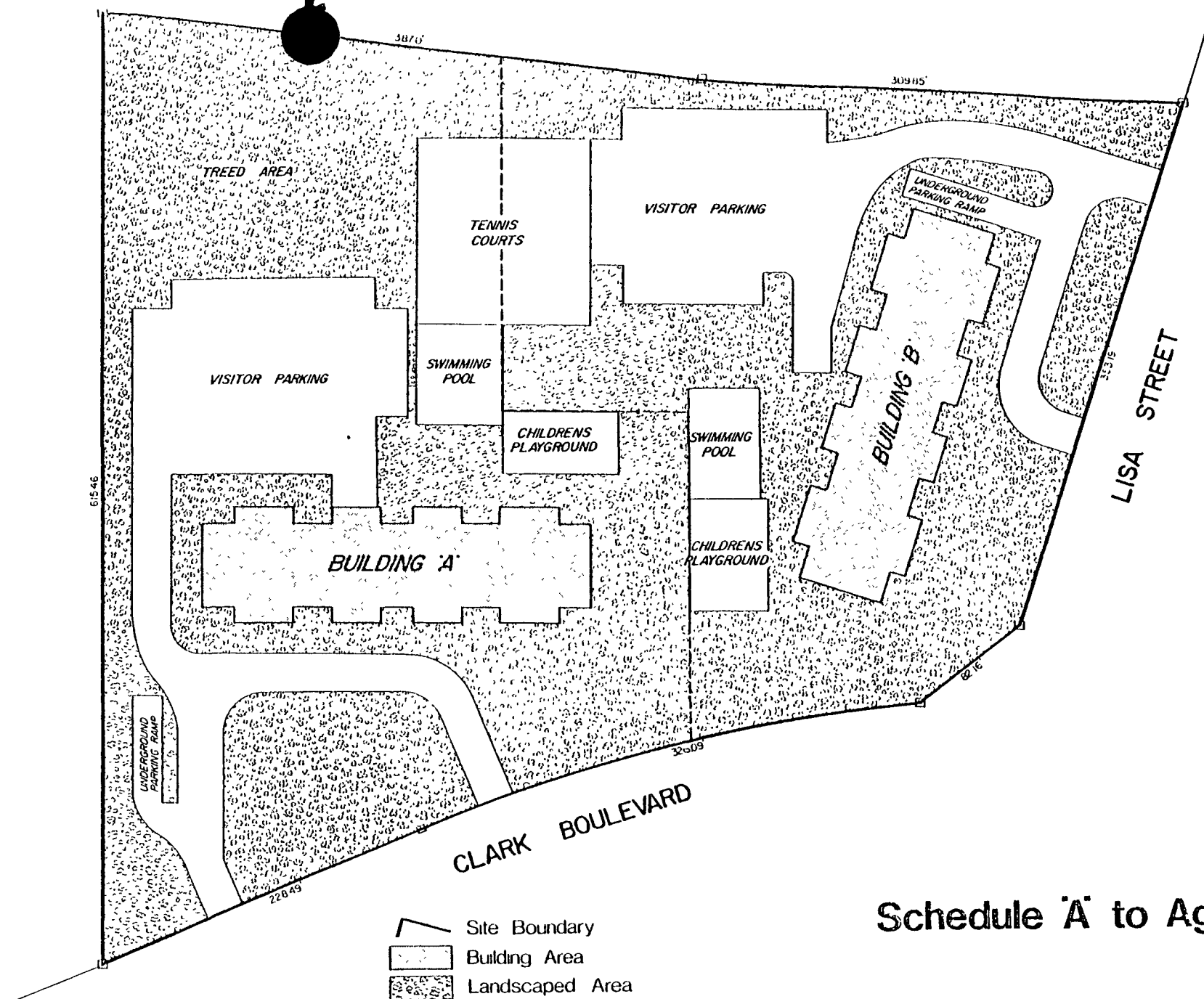
(SEVERALLY) SWORN before me at the




in the

this day of 19


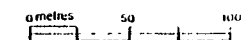
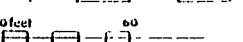
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"



-  Site Boundary
-  Building Area
-  Landscaped Area
- Building A 14 Stories
- Building B 14 Stories

Schedule 'A' to Agreement

City of Brampton
 Planning Department

SCHEDULE "B"

LAUNDRY

1 washer and 1 dryer per 20 units
1 table

EXERCISE ROOM

1 - Maximum #M8A Universal Machine OR EQUAL
1 - Monark Sparr Training Cycle OR EQUAL
1 - Canadian Goliath Vibrator OR EQUAL
1 - Battle Creek Health Walker OR EQUAL
1 - Set Scales
1 - 6' x 15' Wall Mirror
3 - 4' x 8' School Slab Mats C?W Mat Hangers

MEN'S DRESSING ROOM

Sauna
Showers
Washroom
Benches

WOMEN'S DRESSING ROOM

Sauna
Showers
Washrooms
Benches

PUBLIC WASHROOMS

MEN'S - 2 compartment and sink
WOMEN'S - 2 compartment and sink

CHILDREN'S PLAYROOM

GAME ROOM

Billiard Table

HOBBY ROOM

Bench

OUTSIDE AMENITIES

BLDG. "A"

Swimming Pool - ~~50' x 30' x 30'~~ (1,125 sq. feet)
1 - Tennis Court
Sitting Area

PLAYGROUND

Wooden play structure with Slide, Climber and Swings Attached

Open lawn area for informal play

BLDG. "B"

Swimming Pool - ~~50' x 30' x 30'~~ (1,140 sq. feet)
1 - Tennis Court
1 - Badminton Court
Sitting Area

PLAYGROUND

Wooden play structure with Slide, Climber and Swings Attached

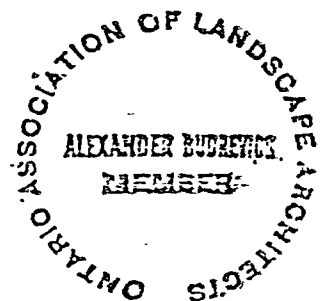
V RECOMMENDATIONS AND GUIDELINES

1. A proper landscape treatment should be provided along the exposed wall of the underground garage to reduce the visual impact of the development on adjacent park users. (see drawing no. 2, submitted separately)
2. The landscaping should reflect the scale of the buildings and the adjacent mature treed area. Larger trees should be planted to create a more humane scale surrounding for the buildings (see drawing no. 2, submitted separately)
3. For the purposes and intent of proper tree protection, the following guidelines and requirements should be used:
 - Before any site work commences, erect a wooden hoarding according to the City of Brampton specifications, around all treed areas which are to be preserved and at least 10'-0" from the westerly property line.

- 17-12
- Erect the fence structure under the "dripline" of the trees.
 - Protect groups of trees and other existing plantings in similar manner by placing protective fencing around the entire tree or shrub clump. Leave the protected area undisturbed and do not use them for storage of building material or equipment.
 - Do not wrap around or install in trees any rigging cables or any other damaging equipment or apparatus which might damage the trees. Do not dump or flush any possible soil contaminants where the feeder roots of trees are located. Treat all the wounds from limb or branch removal with an approved tree wound dressing.
 - Trim neatly all exposed roots damaged by construction work and back-fill them with topsoil as soon as possible in order to prevent drying and desiccation. When necessary, prune the trees to restore balance between roots and topgrowth and to improve the appearance of the trees.
 - For grade changes around the trees construct dry-wells or retaining walls from stones or lumber. Remove all the dead trees from the property, which are safety hazards, or might damage the existing growth in future.
 - Replace all trees, that are designated to be retained, which in the process of site development are removed or damaged beyond repair, on a one to one basis; i.e. 24" caliper destroyed = four 6" caliper trees replaced.



Alexander Budrevics, F.C.S.L.A.



DATED: November 10, 1977

KERBEL DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

WALTER BIANCHI

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

DATED: November 28, 1977

KERBEL DEVELOPMENTS LIMITED

AND

THE CORPORATION OF
THE CITY OF BRAMPTON

AND

WALTER BIANCHI

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

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BY-LAW

No. 287-77

A By-law to authorize the execution
of an Agreement between Kerbel
Developments Limited and The Corporation
of the City of Brampton.

Corporation of the City of Brampton