



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

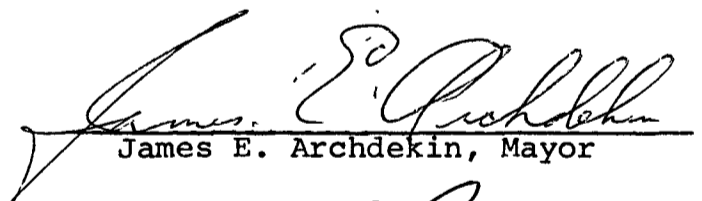
Number 289-77

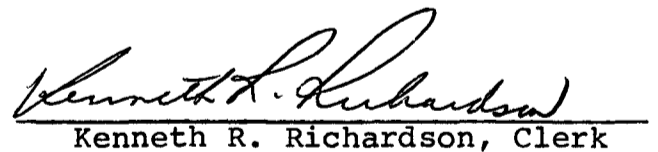
A By-law to authorize the execution of an Agreement between Cordova Investments Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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 Cordova Investments Limited, 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 14th day of November, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

Bj-law 289-77

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) C-1, SECTION M-155 of which Cordova Investments Limited is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 14th day of November, 1977 made between Cordova Investments Limited, The Corporation of the City of Brampton, and The Regional Municipality of Peel.

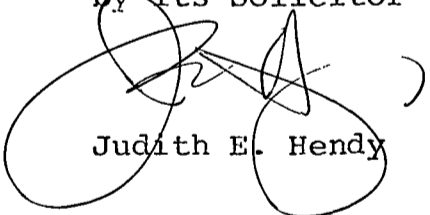
The evidence in support of this Application consists of:

- 1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this 11th day of January 1978.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Judith E. Hendy

MEMORANDUM OF AGREEMENT made in duplicate this *14th* day of *November* 1977.

B E T W E E N :

CORDOVA INVESTMENTS 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 REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

NO MORTGAGEES

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner of Block C, Plan M-155 and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS an agreement was entered into dated the 9th day of February, 1976 between the Owner, the City, and the Region with respect to Plan M-155;

AND WHEREAS that agreement provided that Block C would only be developed in accordance with a site plan to be approved by the municipality and after all other necessary agreements had been entered into.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City enacting a by-law to permit the development of Block C, Plan M-155 in accordance with Schedule "A" annexed hereto, the parties hereto agree each with the other as follows:

1. Block C, Plan M-155 shall only be developed in accordance with the site plan annexed hereto provided the restricted area by-law enacted to permit the development thereof receives Ontario Municipal Board approval.

2. The Owner agrees that upon Ontario Municipal Board approval of the by-law described in paragraph 1 hereof the road allowance as shown on Schedule "A" annexed hereto shall be conveyed to the City and the City agrees to reconvey to the Owner that portion of the one foot reserve abutting Block C, Plan M-155 which is necessary to provide access in accordance with Schedule "A" annexed hereto.

3. The parties hereto agree that provided the by-law referred to in paragraph 1 hereof receives Ontario Municipal Board approval, Block C, Plan M-155 shall be developed in accordance with Schedule "A" annexed hereto under the terms and conditions of this agreement.

4. The parties hereto agree that all provisions of the agreement dated the 9th day of February, 1976 between the Owner, the City, and the Region with respect to Plan M-155 shall apply to the development of Block C, Plan M-155 except insofar as those provisions are specifically amended by this agreement. Without limiting the generality of the foregoing, the parties hereto agree that all levies, charges and other fees required under the aforesaid agreement shall be similarly required with respect to the development of Block C, Plan M-155 and all servicing for Block C, Plan M-155 shall be completed in accordance with the provisions of the previous agreement for Plan M-155 including approvals, inspections, securities and insurance.

5. The Owner agrees that all agreements of purchase and sale and all deeds for the properties designated ST7 to ST17 and ST18 to ST24 inclusive, located within Block C, Plan M-155, will contain the following clause:

"Due to increasing train operations, noise levels in this property may become of concern, noise occasionally causing sleep interference to the dwelling occupants when windows are opened for ventilation purposes during the warm weather."

The Owner also agrees that a sign displaying the above clause will be placed on Block C and in the sales office for the sale of any lands within Block C.

6.

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 & Recreation, and the Building & Zoning Co-Ordinator prior to the issuance of any building permits. 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 & Recreation. All incidentals matters including the removal of 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 and preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained 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 & Recreation. The Owner agrees that the landscape plan shall include boulevard planting and sodding for the boulevard on the south side of English Street adjacent to the plan. The Owner agrees that all landscaping 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".

7. The Owner agrees at his expense to erect fencing as follows:

- (a) a six foot (6'0") chain link fence and screen planting along the boundary of Block C abutting the railway track as indicated on Schedule "A";
- (b) a privacy fence along the rear of the properties designated as ST1 to ST6 inclusive as shown on Schedule "A"; and
- (c) a decorative brick and wrought iron wall along the rear of the properties designated as ST7 to ST17 and ST18 to ST24 inclusive and along the flankage of the property designated as ST6 all as shown on Schedule "A" annexed hereto in accordance with the requirements of Schedule "B" annexed hereto.

The Owner agrees that all fencing and walls required by this paragraph shall be constructed in accordance with plans and specifications to be approved by the City Director of Parks & Recreation, the City Planning Director, and the Building & Zoning Co-Ordinator. The Owner agrees that the said walls and fences shall be shown on the landscape plan and shall be completed within the time required for completion of the landscaping shown on the landscape plan except where deemed necessary by the City, fencing can be required prior to the first occupancy.

8. The Owner agrees at his expense to construct a sidewalk along the southerly side of English Street where it abutts Block C, Plan M-155. Such sidewalk to be constructed in accordance with plans and specifications to be approved by the City Engineer.

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.

10. 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.

11:

The Owner agrees that this agreement may be registered against the title to Block C, Plan M-155.

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.

CORDOVA INVESTMENTS LIMITED

S. Tessler

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

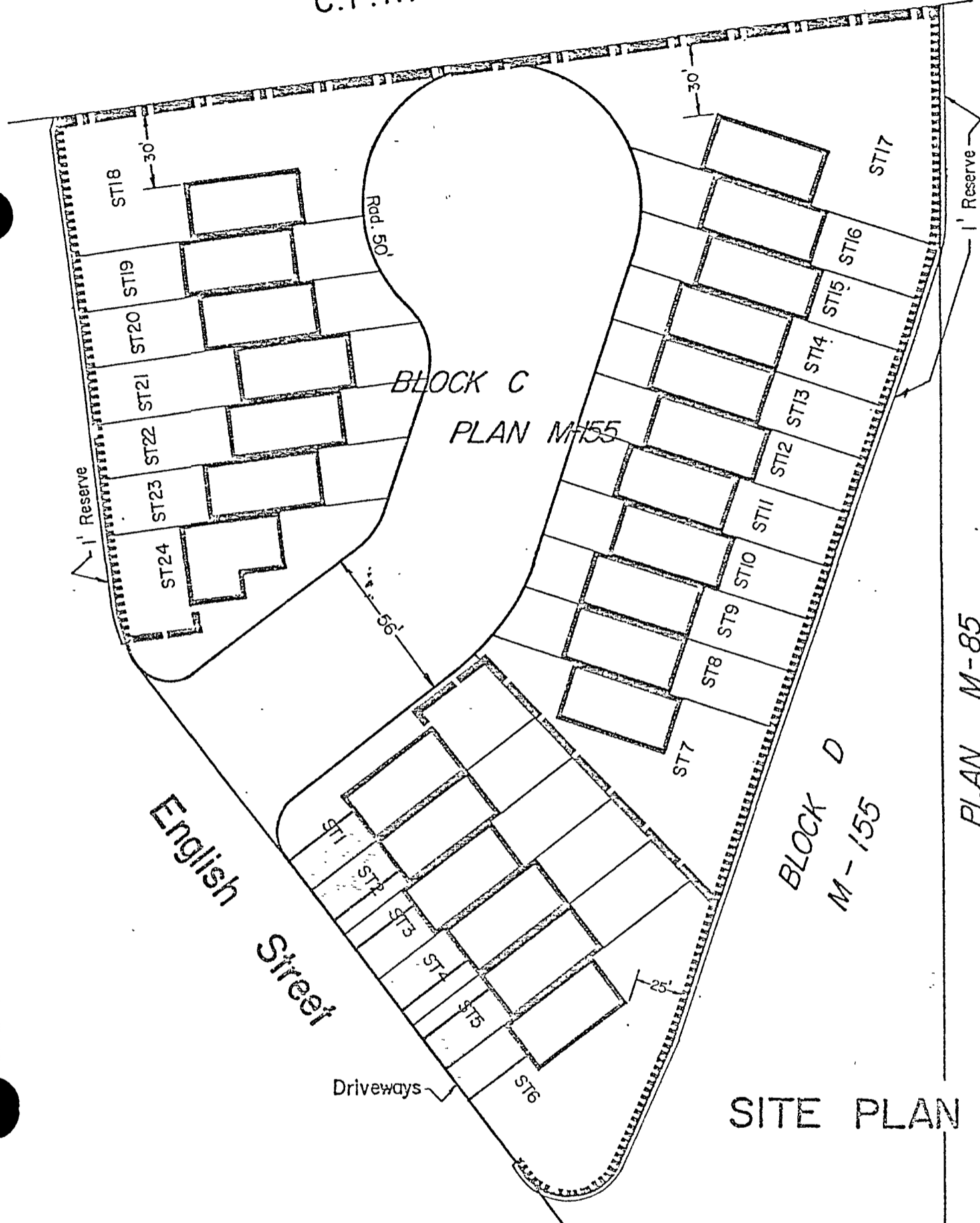
Kenneth R. Richardson
KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

L.H. Conway
CHAIRMAN
Richard Hurst
CLERK.

AUTHORIZATION BY-LAW
NUMBER 232-77
PASSED BY THE REGIONAL
COUNCIL ON THE 15th
DAY OF December, 1977.

C.P.R.



Development Agreement

Application CORDOVA INVESTMENTS LTD.			Drawn: ps
			Date: June 1977
			File No: CIW7.4
			Dwg. No: A
Legend	Scale	<p>CITY OF BRAMPTON PLANNING DEPARTMENT</p>	
<p>--- Privacy Fence</p> <p>..... Decorative Brick Wall</p> <p>▨ 6' Chain Link Fence</p>	<p>0 metres 12 24</p> <p>0 50 100</p>		

REQUIREMENTS FOR DECORATIVE BRICK AND WROUGHT IRON WALL

1. Brick piers of a minimum of three feet eight inches (3'8") in length, eight inches (8") in thickness, and five feet six inches (5'6") in height.
2. Wrought Iron panels of not more than eight feet (8'0") in length.
3. Precast Concrete Copings on brick piers.
4. A plan showing the location of the proposed wall in relation to the property lines, details of connections, foundation and foundation materials and the details of copings to be submitted for approval.
5. The type and colour of bricks and the proposed landscaping on the inside of the fence shall be subject to the approval of the Architectural Control Committee and the Director of Parks and Recreation of the City.

161004
10:36 AM
Feb 9/78.
\$10.00

DATED:

CORDOVA INVESTMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

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