



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 308-77

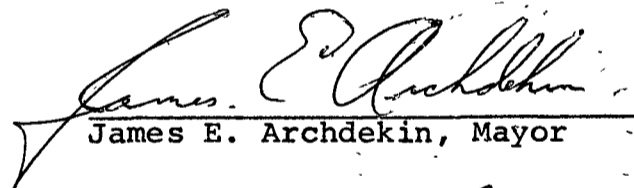
A By-law to authorize the execution of an Agreement between Abode Two Limited, The Corporation of the City of Brampton and Federal Trust Company.

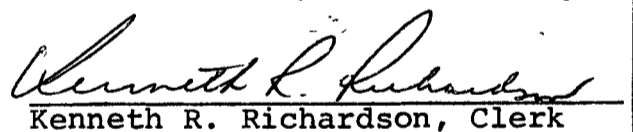
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The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Abode Two Limited, The Corporation of the City of Brampton and Federal Trust Company, attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of December, 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) *A-1, SECTION M-178.* of which ABODE TWO LIMITED is the registered owner, hereby applies to have entered on the register for the said Parcel(s) Notice of an Agreement dated the 12th day of December, 1977 made between Abode Two Limited, The Corporation of the City of Brampton, and Federal Trust Company.

The evidence in support of this Application consists of:

1. The original agreement or an executed copy thereof.

DATED at BRAMPTON this *6th* *JEA* *January, 1978* *JEA* ~~28th~~ day of ~~December, 1977.~~

THE CORPORATION OF THE CITY OF BRAMPTON  
by its Solicitor

Judith E. Hendy

MEMORANDUM OF AGREEMENT made in duplicate this *12th*  
day of *December*, 1977.

B E T W E E N :

ABODE TWO 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 FEDERAL TRUST COMPANY

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 are the only mortgagees of the said lands;

AND WHEREAS an agreement was entered into between Peelton Hills Limited, the Corporation of the City of Brampton and the Regional Municipality of Peel and Paramount Development Corporation Limited and certain mortgagees dated the 20th day of April, 1976;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter 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 20th day of April, 1976 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 and charges required under the aforementioned agreement shall be paid with respect to the lands described herein.

2. The lands located at the northwest corner of Steeles Avenue and McMurchy Avenue in the City of Brampton and more particularly described as Block "A" according to Registered Plan M-178 shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement.

Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. 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 base course 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.

Ingress and Egress

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

Access

5. 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 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

Clean Site

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.

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 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.

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 Director of Parks & 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 & 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 & Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing

Construction

Storm Drainage

Grading, building and landscaping plans

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 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 shall be removed without prior written approval of the City Director of Parks & Recreation. The Owner agrees that all landscaping and recreational facilities in accordance with the approved landscaping plan including the boulevard areas on Steeles Avenue, McMurchy Avenue and Peelson Heights Road abutting Block "A", Plan M-178 shall be completed within twelve months following the first occupancy of any buildings on the lands shown on Schedule "A".

9. Fencing The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks & Recreation and the Ministry of the Environment in accordance with the conditions of the Ministry annexed hereto as Schedules "B" and "C" and location and type of fencing shall be indicated on the landscape plans to be approved by the Director of Parks & 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.

10. 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 driveways, complete with curbs and base course asphalt and street name signs on private roads, 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 areas and driveway provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit has been complied with.

11. All internal roads, sidewalks, walkways and parking Internal areas shall be constructed in the locations and in accordance roads 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

12. The Owner shall enter into such agreements as may be Region- necessary with the Regional Municipality of Peel with respect al to water distribution systems, watermains, sanitary sewage Ser- disposal, sanitary sewers, fire hydrants and necessary vices valves and appurtenances to service the lands 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.

13. The Owner shall enter into such agreements as may Hydro be necessary with the proper authority having jurisdiction Services 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

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.

GENERAL

14. es

15. Archi- tectural 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.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.



16.  
Condo-  
minium

The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under a condominium corporation. The Owner also agrees and undertakes to file with the City of Brampton, prior to application for condominium registration, the proposed by-laws and declaration for the condominium corporation which by-laws and declaration 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". The Owner also agrees that the condominium declaration for all units in Blocks 1, 5, 12, 16 and 17 shall contain warning clauses as provided by the Ministry of the Environment identifying the potential noise that may result from increasing traffic volumes.

17.  
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.

18.  
Noise  
Control

The Owner agrees to investigate noise control measures necessary on the site, to the satisfaction of the Ministry of the Environment to reduce both outdoor and indoor noise levels to their satisfaction and the Owner agrees that such controls could include acoustical barriers and construction techniques. The Owner also agrees to implement all noise control measures required by the Ministry of the Environment and the Owner agrees that the City shall not be obligated to issue any occupancy permits for any buildings on the lands shown on Schedule "A" until such time as the City has been provided with confirmation from the Ministry of the Environment that this clause has been complied with.

19.  
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.

20. 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.

21. 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.

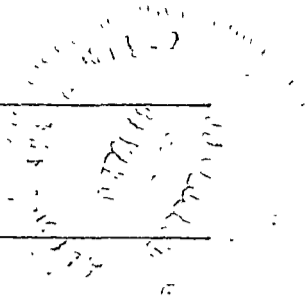
22. The Owner agrees that this agreement may be registered against Block A, Plan M-178.

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.

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.

ABODE TWO LIMITED

LNU PRES.  
\_\_\_\_\_



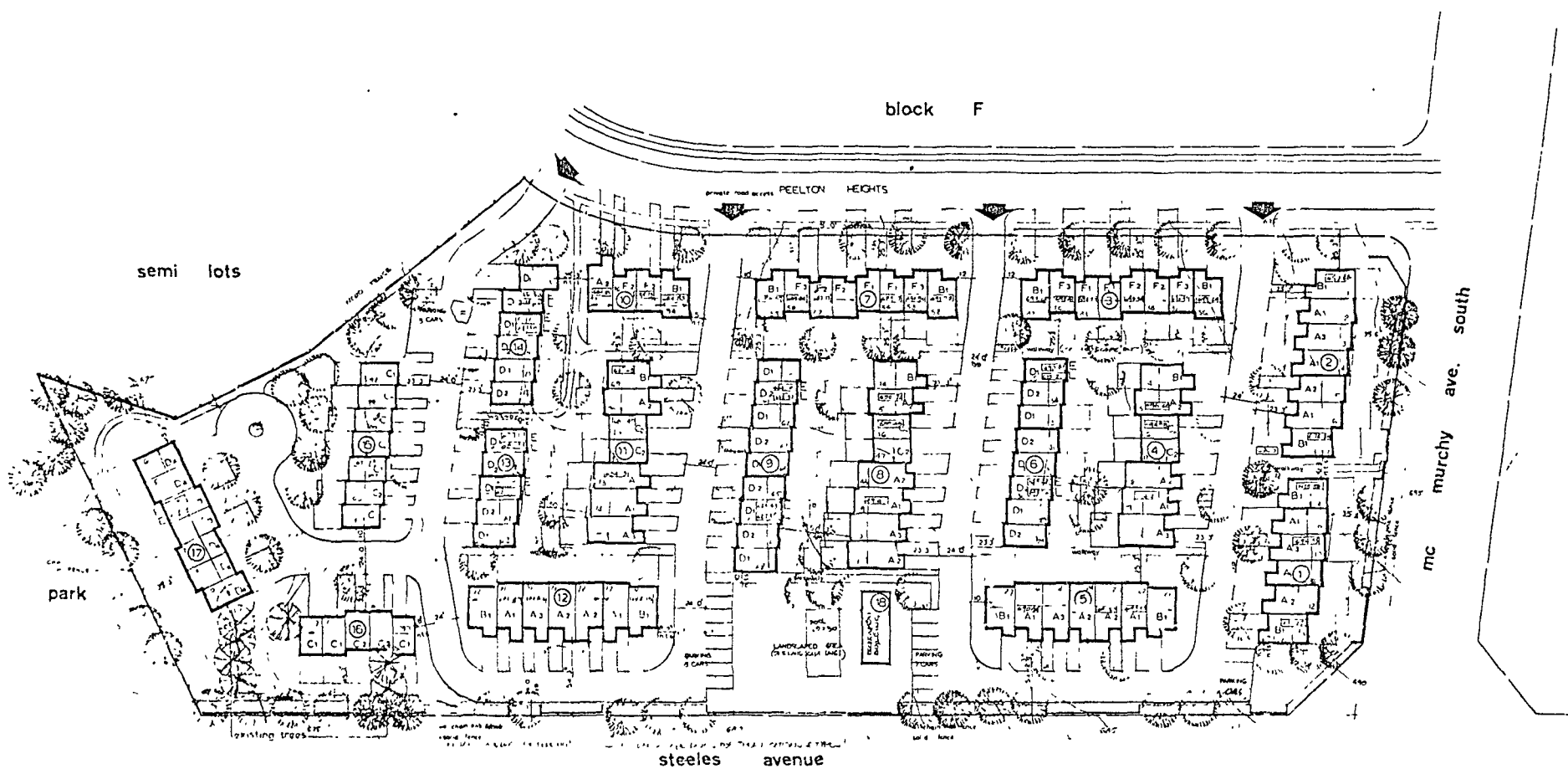
THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson  
KENNETH R. RICHARDSON CLERK

FEDERAL TRUST COMPANY

[Signature]  
PRESIDENT  
[Signature]  
VICE-PRESIDENT



- LEGEND**
- ① building number
  - A<sub>1</sub> — unit type elevation type
  - existing contour
  - proposed grade
  - E finish floor entrance
  - JL finish floor living room
  - B — finish walkout basement floor

**STATISTICS**

SITE AREA	7541 ac = 328 660	sq ft
NUMBER OF UNITS	114	
DENSITY	15.3	U.P.A.
BUILDING COVERAGE	80879	sq ft = 24.6 %
PARKING ROADS & DRIVEWAYS	42,767	sq ft = 25.2 %
LANDSCAPED AREA	165,014	sq ft = 50.2 %
PARKING	1 CAR/GARAGE/UNIT	= 100 %
	1 CAR/DRIVEWAY/UNIT	= 100 %
	1 CAR/5 UNITS FOR VISITORS	= 20 %
	TOTAL	220 %

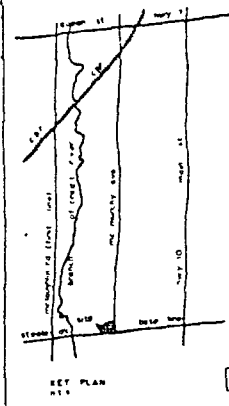
UNIT BREAKDOWN

	2 STOREY	3 STOREY	3 STOREY SPLIT
3 BR	33A	18C	14F
4 BR	15 B		3 E
TOTAL	49	32	35

BLK	coverage	unit	sq ft	total coverage
A	820	sq ft	33	27 000
B	806	sq ft	15	2 900
C	555	sq ft	18	6 990
D	637	sq ft	35	2 155
E	—	—	—	—
F	6.7	sq ft	14	120 878
TOTAL				116 000 480 79
max allowed				92 025

**GENERAL NOTE**

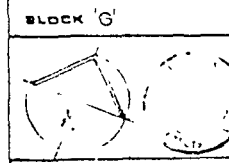
1. PROVIDE GARAGE STORAGE FOR EACH UNIT'S PROPOSED WITH THE LANDSCAPED AREA
2. THE LOCATION OF ALL TREE, FENCES, AND SIDEWAYS, ETC SEE LANDSCAPE PLAN



REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED	
2	CHANGE NO. 1	
3	REV. IN GRADES	
4	REV. IN GRADES	
5	REV. IN GRADES	
6	REV. IN GRADES	
7	REV. IN GRADES	
8	REV. IN GRADES	
9	REV. IN GRADES	
10	REV. IN GRADES	
11	REV. IN GRADES	
12	REV. IN GRADES	
13	REV. IN GRADES	
14	REV. IN GRADES	
15	REV. IN GRADES	
16	REV. IN GRADES	
17	REV. IN GRADES	
18	REV. IN GRADES	
19	REV. IN GRADES	
20	REV. IN GRADES	

RESIDENTIAL PROJECT BY  
CITIE GLOBAL BLDG CORP  
1110 101 ST ED  
BRAMPTON ONTARIO



PROJECT  
RAPHAEL AVENUE - BURLINGHAM  
PROJECT NUMBER  
ATLANTA BURLINGHAM

**SITE PLAN**

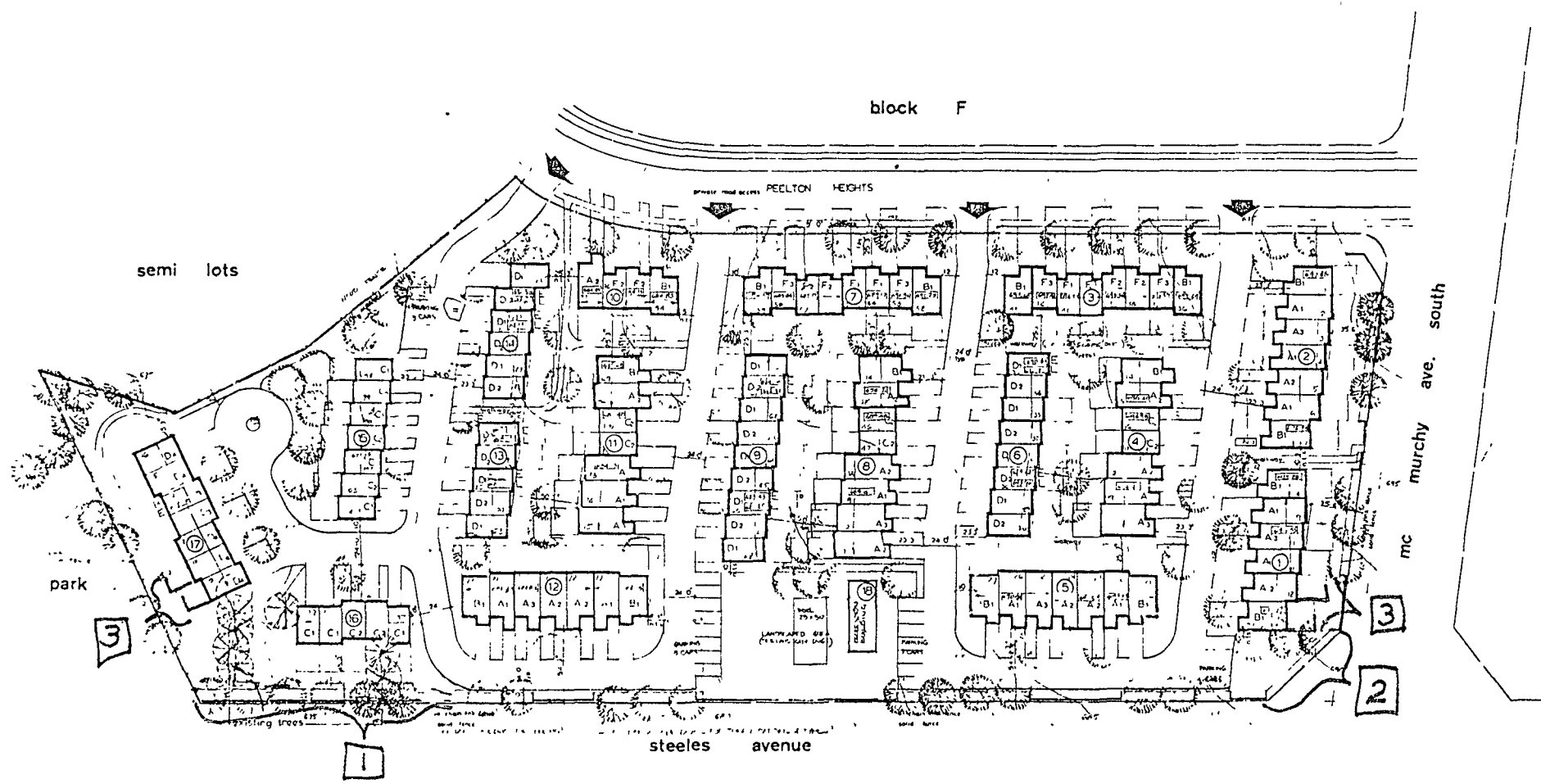
NO.	DATE	BY	SCALE
1	7-10-11		



CONDITIONS OF THE MINISTRY OF THE ENVIRONMENT

1. Brick screen fence to be 8'0" instead of 6'0", as proposed in front of Block 16.
2. Brick screen fence, 6'0" to replace proposed chain link fence at the corner of Steeles and McMurchy Avenue.
3. Privacy fencing, Block 1, Units 12 and 13, and Block 17, Units 110 and 111 to be 1" tongue and groove and to extend along rear boundary of privacy area for at least half the distance.
4. Warning clauses (as provided by M.O.E.) should be included in Condominium Declaration for all units in Blocks 1, 5, 12, 16 and 17 identifying the potential noise that may result from increasing traffic volumes.

SCHEDULE "C"



- LEGEND**
- ① - building number
  - A<sub>1</sub> - unit type
  - - - - - existing contour
  - — — — — proposed grade
  - E - finish floor entrance
  - JL - finish floor living room
  - B - finish walk-out basement floor

**STATISTICS**

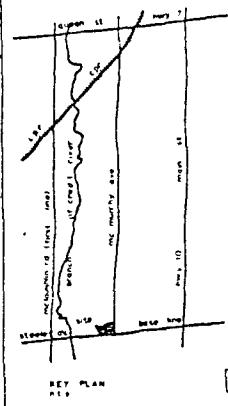
SITE AREA 75446 = 328 060 sq ft  
 NUMBER OF UNITS 114  
 DENSITY 15.3 UPA  
 BUILDING COVERAGE 80879 sq ft = 24.6%  
 PARKING ROADS & DRIVEWAYS 42,767 sq ft = 25.2%  
 LANDSCAPED AREA 155,014 sq ft = 50.2%  
 PARKING 1 CAR/GARAGE/UNIT = 100%  
 1 CAR/DRIVEWAY/UP IT = 100%  
 1 CAR/5 UNITS FOR VISITORS = 20%  
 TOTAL 220 %

**UNIT BREAKDOWN**

	2 STOREY	3 STOREY	3 STOREY SPLIT
3 BR 33A	18C	14F	32D
4 BR 14B			3E
TOTAL	49	32	35

unit	coverage	area	total coverage
A	820 sq ft	31	25,200 sq ft
B	806 sq ft	16	12,896 sq ft
C	555 sq ft	18	9,990 sq ft
D	632 sq ft	35	22,155 sq ft
E			
F	627 sq ft	14	8,778 sq ft
total			116,700 sq ft (29%)
max allowed			92,025 sq ft (28%)

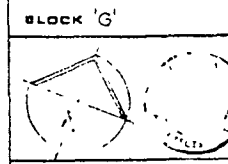
**GEOSOL LOTS**  
 1 INDIVIDUAL LANDSCAPE SPACES FOR EACH UNIT & TERRACES FOR THE COMMON AREA  
 2 SEE LOCATION OF ALL TREE, FENCES, AND SIDEWALKS, ETC. SEE LANDSCAPE PLAN



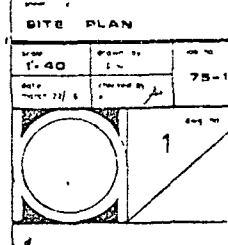
**REVISIONS**

NO.	REVISIONS	DATE
1	FORWARD UNIT # 1000 17	
2	ADJUST VISUALS	
3	EXISTING TRENCH WORK	
4	REVISION FOR SITE AREA	
5	ADDED GARAGE DRIVEWAYS	
6	REVISION FOR UNIT # 1000	
7	ADDED KEY PLAN	
8	REVISED GRADES	
9	REVISED GRADES	
10	REVISED GRADES	
11	REVISED GRADES	
12	REVISED GRADES	

RESIDENTIAL PROJECT BY  
 201 TO 10 ED  
**BRAMPTON ONTARIO**



WITH 10% RAISED ASPHALT DRIVEWAYS  
 20% OF VISUALS  
 20% OF VISUALS



DATED: \_\_\_\_\_

ABODE TWO LIMITED

AND

THE CORPORATION OF  
THE CITY OF BRAMPTON

AND

FEDERAL TRUST COMPANY

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A G R E E M E N T

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

162380

11:24 AM

FEB 21/78

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PASSED December 12, 1977

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# BY-LAW

No. 308-77

A By-law to authorize the execution  
of an Agreement between Abode Two  
Limited, The Corporation of the City  
of Brampton and Federal Trust Company.