



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 315-78

A By-law to authorize the execution of an Agreement between Parkend Estates Limited and Willowbrook Estates Limited, both private companies incorporated under the laws of the Province of Ontario, carrying on business in partnership under the firm name and style of Rice Development Co., The Corporation of the City of Brampton and Harold Frederick Lawrence.

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 Parkend Estates Limited and Willowbrook Estates Limited, both private companies incorporated under the laws of the Province of Ontario, carrying on business in partnership under the firm name and style of Rice Development Co., The Corporation of the City of Brampton and Harold Frederick Lawrence, in the form attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 18th day of December, 1978.

Terrence P. Miller, Acting Mayor

Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
14th day of December, 1978.

B E T W E E N :

PARKEND ESTATES LIMITED and WILLOWBROOK
ESTATES LIMITED, both private companies
incorporated under the laws of the Province
of Ontario, carrying on business in
partnership under the firm name and style
of RICE DEVELOPMENT CO.

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

HAROLD FREDERICK LAWRENCE

hereinafter called the 'Mortgagees'

OF THE THIRD 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. 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, the Owner, in addition to any other requirements of this agreement, covenants and agrees that the lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement and further covenants and agrees to provide the services, works, landscaping, facilities and matters referred to in this agreement and shown on the site plan and all other plans required to be filed and approved pursuant to this agreement, and to maintain such services, works, landscaping, facilities and matters to the satisfaction of the City and in default thereof, the provisions of Section 469 of The Municipal Act, R.S.O. 1970, Chapter 284 shall apply.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

2. For the purpose of this agreement, Municipal Engineer 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 for the City of Brampton.

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 Municipal Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. The 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.

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

Site
Plan

Muni-
cipal
Engineer

Ingress
& Egress

Access

5. During construction, 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 mud. The Municipal Engineer may give the Owner twenty-four hours notice to remove and clear up any earth and mud from such pavement and sidewalks and in default the Municipal Engineer 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 Municipal Engineer.
- Clean Site
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.
- Construc- tion
7. The final grade of the lands shall be so fixed to the satisfaction of the Municipal Engineer that the surface water originating on or tributary to the 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 Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Engineer 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 Engineer.
- Storm Drain- age
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 Municipal 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
- Grading, Building and Land- scaping Plans

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 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 Municipal 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 construct or erect fencing as and where required by the Commissioner of Parks and Recreation and the 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. Hydro Services
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. Admini- tion
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. Taxes
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
Securi- satisfactory to the City Treasurer in an amount equal to
ties 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 Municipal Engineer to ensure the performance
 of such work and the security required hereby shall be
 provided prior to the issuance of any building permits.

OTHER

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

16. The Owner agrees that no signs shall be permitted on the
Signs 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 shall, at its own expense, install, construct
Engin- and erect to the satisfaction of the City, the following works,
eering all in accordance with locations, plans and specifications as
Works approved by the City;

(a) a sidewalk along Hansen Road as it abuts the land
 shown on Schedule 'E' attached hereto.

18. Notwithstanding any of the provisions of this agreement,
By-laws 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.

19. The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

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

21. 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. 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. 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.

PARKEND ESTATES LIMITED

per M. O. Price
PRESIDENT TITLE

TITLE

WILLOWBROOK ESTATES LIMITED

Per Louis Price
PRESIDENT TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON .

AUTHORIZATION BY-LAW	
NUMBER	<u>315-78</u>
PASSED BY CITY COUNCIL ON THE <u>18th.</u>	
DAY OF	<u>DECEMBER</u> 19 <u>78.</u>

Terence P. Miller
~~JAMES E. ARCEDEKEN~~ of MAYOR

Ralph Jones
of CLERK

SIGNED, SEALED AND DELIVERED) IN THE PRESENCE OF:)

[Signature]

HAROLD FREDERICK LAWRENCE

Harold Lawrence

SCHEDULE "A"

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 Town of Brampton, in the County of Peel), and being composed of part of Block K according to a plan registered in the Land Registry Office for the Registry Division of Peel (No. 43) as number 518, which said parcel may be described as follows:

PREMISING that the Northwesterly limit of said Block K (being also the Southeasterly limit of the King's Highway No. 7 as widened by Registered Plan 518 aforesaid) has a bearing of North 39 degrees 28 minutes 50 seconds East and relating all bearings herein thereto;

BEGINNING at a point in the Northwesterly limit of said Block K, distant 401.22 feet measured Southwesterly thereon from the most Northerly angle thereof;

THENCE South 44 degrees 21 minutes East, 10.06 feet more or less to the intersection with a line drawn parallel to and 10.00 feet perpendicularly distant from the Northwesterly limit of said Block K;

THENCE South 39 degrees 28 minutes 50 seconds West along said parallel line, 95.00 feet to the point of commencement of the herein described parcel;

THENCE South 44 degrees 21 minutes East, parallel to the North-easterly limit of said Block K, 242.80 feet to a point;

THENCE South 45 degrees 39 minutes West, 178.96 feet, more or less, to a point in the Southwesterly limit of said Block K;

THENCE North 44 degrees 21 minutes West along said Southwesterly limit, a distance of 183.52 feet;

THENCE North 02 degrees 26 minutes West, a distance of 59.44 feet, more or less, to the intersection with a line drawn parallel to and 10.00 feet perpendicularly distant from the Northwesterly limit of Block K aforesaid;

THENCE North 39 degrees 28 minutes 50 seconds East along said parallel line, 140.06 feet more or less to the point of commencement.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **John Robert Kelly**
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 **Harold Frederick Lawrence**

*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 **21st** day of **March** 19 **79**


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)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL 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.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) I was a spouse.
- b) We were spouses of one another.
- c) was my spouse.

**Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at 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 (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

509593

DATED: 14 DEC 1978

No.
Registry Division of Peel (No. 43).
I CERTIFY that this instrument is registered as of:

PARKEND ESTATES LIMITED and
WILLOWBROOK ESTATES LIMITED
s.o.b. as RICE DEVELOPMENT CO.

1979 MAR 29 PM 2 45

In The Land
Registry Office
at Brampton,
Ontario.

Vera Forter
LAND REGISTRAR

AND
THE CORPORATION OF THE
CITY OF BRAMPTON

AND

HAROLD FREDERICK LAWRENCE

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