

Authority: East York Community Council Report No. 9(7), July 8, 9 and 10, 1998  
Intended for first presentation to Council: July 29, 1998  
Adopted by Council: July 31, 1998

## **CITY OF TORONTO**

### **BY-LAW No. 481-1998**

**A by-law pursuant to the provisions of Section 50(7) of the Planning Act, R.S.O. 1990, c. P.13, to exempt certain lands being Lots 822, 823, 824, 825 and 826 on the north easterly side of Millwood Road, Plan 2120, in the City of Toronto (formerly Borough of East York).**

WHEREAS, pursuant to the provisions of Section 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the Council of a municipality may by by-law provide that Subsection 50(5) of the Act does not apply to certain lands within a plan of subdivision designated in the by-law;

The Council of the City of Toronto HEREBY ENACTS as follows:

**1.** That subsection 50(5) of the Planning Act, R.S.O. 1990, c. P.13 does not apply to the following lands located within a plan of subdivision:

ALL AND SINGULAR that certain parcels or tract of land and premises situate, lying and being in the City of Toronto (formerly Borough of East York) and being composed of Lots 822, 823, 824, 825 and 826 on the north easterly side of Millwood Road and Lots 827, 828 and 829 on the northerly side of Millwood Road, Plan 2120, SAVE AND EXCEPT those portions of said Lots 827, 828 and 829 acquired by the Borough of East York (formerly Town of Leaside) for the widening of Millwood Road, but only for the purpose of:

- a) conveying the whole of one or more parts (except for the conveyance of the parcels set out in subsections (c) through (i) below, which shall only be conveyed in the manner set out therein) shown on the plan attached hereto as Schedule "1" (hereinafter called the "Plan");
- b) conveying the whole of one or more parts shown on a reference plan to be approved by the Commissioner of Urban Planning & Development as may be required to identify easements and encroachments; or
- c) conveying Parts 17 and 18 on the Plan, which parts shall only be conveyed together as one parcel;
- d) conveying Parts 19 and 20 on the Plan, which parts shall only be conveyed together as one parcel;

- e) conveying Parts 21 and 22 on the Plan, which parts shall only be conveyed together as one parcel;
- f) conveying Parts 23 and 24 on the Plan, which parts shall only be conveyed together as one parcel;
- g) conveying Parts 25, 26, 27, 28 and 29 on the Plan, which parts shall only be conveyed together as one parcel;
- h) conveying Parts 13 and 14 on the Plan, which parts shall only be conveyed together as one parcel; and
- i) conveying Parts 1, 15 and 39 on the Plan, which parts shall only be conveyed together as one parcel.

**2.** That this by-law shall not come into effect until:

- i) it has been approved by the approval authority or its delegate, if required, pursuant to the Planning Act;
- ii) the Agreement attached hereto as Schedule "A" has been executed and registered on title;
- iii) the 5% cash-in-lieu of parkland referred to in the attached Schedule "A" has been paid; and
- iv) this by-law has been registered on title.

ENACTED AND PASSED this 31st day of July, A.D. 1998.

CASE OOTES,  
Deputy Mayor

NOVINA WONG,  
City Clerk

(Corporate Seal)

## SCHEDULE “1”

**SCHEDULE "A"**

**PART LOT CONTROL EXEMPTION AGREEMENT**

THIS AGREEMENT made this 30th day of June, 1998.

**B E T W E E N:**

**OXFORD HILLS DEVELOPMENTS (1997) INC.**

(hereinafter called the "Owner")

OF THE FIRST PART;

- and -

**CITY OF TORONTO,**

(hereinafter called the "City")

OF THE SECOND PART;

- and -

**ROYAL BANK OF CANADA,**

(hereinafter called the "Encumbrancer")

OF THE THIRD PART.

WHEREAS the Owner represents that it is the registered owner of the lands described in Schedule "A" annexed hereto, which lands are hereinafter referred to as the "Lands";

AND WHEREAS the Owner represents that the Encumbrancer is the only additional party having any interest in or claim against the Lands;

AND WHEREAS the Owner has applied to the appropriate governmental authorities and agencies for the designation of the Lands as not being subject to part lot control pursuant to the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended, to permit the creation of 27 lots, 26 of which will contain 1 townhouse unit on each such lot, and 1 lot which will contain an office commercial building, a copy of the plan showing the proposed lots being attached hereto as Schedule "B" (hereinafter referred to as the "Plan");

AND WHEREAS as a condition of site plan approval for the project the City required that an agreement be entered into regarding therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in condition of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledge, the parties hereto hereby covenant and agree as follows:

1. The Owner hereby agrees that following the enactment of a part lot control exempting by-law by the Council for the City pursuant to Section 50(7) of the Planning Act, R.S.O. 1990, c. P.13 and following approval thereof by the Council for the Municipality of Metropolitan Toronto and registration thereof on title, none of the Lands shall be conveyed or otherwise dealt with except in accordance with the Plan and any description for such conveyance shall be comprised of the whole of one or more parts as shown on the Plan. Conveyance of less than the whole of a part as shown on the Plan shall not be permitted. Notwithstanding the foregoing, the Owner acknowledges and agrees that Part 27 on the Plan shall only be conveyed together with Parts 25, 26, 28 and 29 on the Plan as one parcel and that Part 24 on the Plan shall only be conveyed together with Part 23 on the Plan as one parcel and that Part 21 on the Plan shall only be conveyed together with Part 22 on the Plan as one parcel and that Part 20 on the Plan shall only be conveyed together with Part 19 on the Plan as one parcel and that Part 17 on the Plan shall only be conveyed together with Part 18 on the Plan as one parcel and that Part 14 on the Plan shall only be conveyed together with Part 13 on the Plan as one parcel and that Part 39 on the Plan shall only be conveyed together with Parts 1 and 15 on the Plan as one parcel.
2. The Owner hereby agrees that any conveyance of any portion of the Lands shall comply with the development standards set out in By-law No. 82-97.
3. The Owner hereby agrees that the conveyance or other disposition of any of Parts 1, 15 and 39 on the Plan (hereinafter called the "Private Laneway") shall be made subject to a right-of-way, as described below, in, over, along and upon the part so conveyed or disposed, in favour of all of the owners of Parts 2 through 14 inclusive, and Parts 17 through 38 inclusive, all on the Plan (hereinafter called the "Lots") and the conveyance or disposition of the Lots shall be made together with a reciprocal right-of-way in, over, along and upon all of the Private Laneway. The rights-of-way described in this section, which shall be appurtenant to each of the Lots and to which the Private Laneway is subject, shall be granted to the owners or occupants from time to time, of each of the Lots, in common with all of the owners or occupants from time to time, of the other Lots, and shall be made for the purposes of providing ingress and egress for pedestrians, vehicles and any equipment normally associated with or incidental to a residential dwelling and for all other purposes normally associated with or incidental to residential living. The rights-of-way described herein shall be comprised of the whole of the Private Laneway shown on the Plan and shall be in a form satisfactory to the City's Solicitors. No other easements shall be conveyed over the Lands, except easements to Bell Canada or other public utilities, unless approved by the Commissioner of Urban Planning & Development for the City and, if required by the Commissioner of Urban Planning & Development for the City, such further easements shall be described in accordance with the Plan. Notwithstanding the foregoing, the reservation and conveyance of a right-of-way described above with respect to Part 1 on the Plan shall be for the purposes of pedestrian ingress and egress only.
4. The Owner hereby agrees that the only means of vehicular ingress and egress to the Lands shall be from Millwood Road via the Private Laneway or directly from a public highway.

5. The Owner hereby acknowledges and agrees that the Owners of the Lots shall enter into a reciprocal use, maintenance and cost sharing agreement with each other with respect to the Private Laneway, in a form satisfactory to the City's Solicitors, providing for the following:
- (a) The owners from time to time of Parts 1, 15 and 39 shall be made responsible for the maintenance, care and operation of the lights to be located on Parts 2, 5, 6, 8, 11, 12, 14 and 38 on the Plan. This shall include ensuring that the lights operate continuously as contemplated in the original plans and that they are maintained, repaired and replaced as necessary by that owner. This obligation to operate and maintain shall include the payment of such utility charges as are necessary to permit the continued operation of same. The agreement shall also provide for the reservation or conveyance of an easement over Parts 2, 5, 6, 8, 11, 12, 14 and 38 on the Plan (which for the purposes hereof shall constitute the servient tenement), for the lighting purposes set out herein, in favour of the owners from time to time of Parts 1, 15 and 39 on the Plan (which for the purposes hereof shall constitute the dominant tenement);
  - (b) The removal of snow and ice;
  - (c) maintenance, repair and replacement of greenspace and all landscaping;
  - (d) The clearing of loose garbage, debris and dirt from the Private Laneway surface and generally keeping the Private Laneway and the surface thereof in a good state of repair and in a clean and clear condition.
6. The Owner agrees that the entering into of each Agreement of Purchase and Sale and the registration on title of each Deed/Transfer of Land for the Lots shall be made conditional upon the purchaser agreeing to enter into the form of agreement approved by the City pursuant to paragraph 5 and further agreeing that their disposition of their Lot shall be made conditional upon all subsequent purchasers being required to enter into or assume the obligations of the agreement approved by the City pursuant to paragraph 5.
7. Any services to be located on, over or under the Private Laneway, including the Private Laneway itself, shall be private services and the City shall have no responsibility to maintain, repair or replace same. Notwithstanding this, the Owner acknowledges and agrees that all roads, laneways, water service, storm and sanitary sewers, hydro or other municipal services located thereon, thereover or thereunder (hereinbefore and hereinafter called the "Services") shall be designed and constructed to municipal standards and specifications and shall be designed, constructed and maintained to the satisfaction of the City. The Owner shall submit all engineering drawings and plans for such services to the City for approval prior to commencing construction of same and shall construct such services in accordance with the approved plans, specifications and drawings.
8. The Owner shall enter into such agreements and shall convey such easements to Toronto Hydro as may be required by Toronto Hydro for the purposes of constructing, repairing and replacing the hydro service to be located on, over or under the Private Laneway and the Lots. Such easements shall be in a form satisfactory to Toronto Hydro's Solicitors and shall be

granted without cost and expense to the City, free and clear of all liens and encumbrances and shall be obtained and registered at the expense of the Owner.

9. The Owner acknowledges and agrees that waste and recycling collection by the City for the Lots on the Lands shall occur at curbside. The Owner further agrees that garbage collection for the office/commercial building block shall occur in a manner which is satisfactory to the Director of the Operations Division for the City of Toronto, at the Owner's expense.
10. The Owner hereby acknowledges and agrees to pay to the City a 5% cash-in-lieu of parkland payment in lieu of parkland dedication. Such amount shall be calculated as of the day the Agreement is executed and is to be paid to the Treasurer for the City by cash or certified cheque immediately upon execution of this Agreement.
11. The Owner agrees that this Agreement shall be registered on title to the Lands in the local Land Registry Office in which the Lands are registered.
12. The Owner acknowledges that where this Agreement obliges the Owner to perform any work, or do anything, it is to be done at the Owner's expense and not at the City's expense.
13. The Owner and Encumbrancer hereby consent to the registration of this Agreement on the title of the Lands.
14. The Encumbrancer hereby postpones her interest to this Agreement and further, acknowledge and consent to all the terms, covenants and conditions hereof in the event that they, or any one of them, should obtain control, possession or equitable ownership of the Lands.
15. The Owner shall release, indemnify and save harmless the City from and against all proceedings, debts, actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly by reason of this Agreement or the Owner undertaking the matters herein referred to, including claims by third parties for injury or property damage. In the event that arrangements are made for waste and/or recycling materials collection from the Private Laneway in the future, the parties agree that the release and indemnity set out herein shall apply to any property damage or wear and tear to driveways, access locations, sidewalks or any of the property of the owners of the Parts on the Plan arising from the City's waste and recycling materials collection equipment or personnel.
16. The parties hereto hereby covenant and agree that this Agreement shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.
17. If a Court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

18. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.
19. In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and the neuter and vice versa, and words importing persons shall include corporations and vice versa. In the event of any conflict or ambiguity in the Site Development Plans or Schedules to this Agreement, the decision of the Commissioner of Urban Planning & Development for the City shall be final and binding.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals and the corporate parties hereto have hereunto affixed their corporate seal as attested to by the hands of their proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED )

In the presence of )

Authorized to be executed by By-law )  
No. \_\_\_\_\_, passed by the Council )  
of the City of Toronto, at its )  
meeting held on \_\_\_\_\_. )

**CITY OF TORONTO**

Per: \_\_\_\_\_ c/s

Per: \_\_\_\_\_ c/s

**OXFORD HILLS  
DEVELOPMENTS (1997) INC.**

Per: \_\_\_\_\_ c/s

Name:

Position:

Per: \_\_\_\_\_ c/s

Name:

Position:

I/We have the authority to bind  
the Corporation.

**ROYAL BANK OF CANADA**

Per: \_\_\_\_\_ c/s



) Name:  
) Position:  
)  
)  
) Per: \_\_\_\_\_ c/s  
) Name:  
) Position:  
)  
) I/We have the authority to bind  
) the Bank.  
)

**SCHEDULE “A”**

(Legal Description)

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto (formerly Borough of East York), and being composed of Lots 822, 823, 824, 825 and 826 on the north easterly side of Millwood Road and Lots 827, 828 and 829 on the northerly side of Millwood Road, Plan 2120, City of Toronto (formerly Borough of East York).

SAVE AND EXCEPT those portions of said Lots 827, 828 and 829 acquired by the Borough of East York (formerly Town of Leaside) for the widening of Millwood Road.

As previously described in Instrument No. TB249492.

