



THE CORPORATION OF THE CITY OF BRAMPTON


BY-LAW

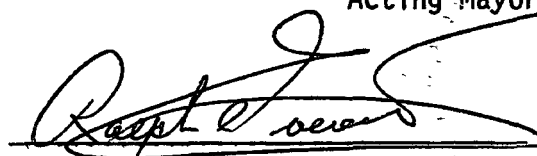
Number 15-79
To authorize the execution of an Agreement between 304263 Ontario Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and The Toronto-Dominion Bank.

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 304263 Ontario Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and The Toronto-Dominion Bank in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 15th day of January, 1979.


Acting Mayor


Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 15th
day of January , 1979.

B E T W E E N :

304263 ONTARIO 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 TORONTO-DOMINION BANK,

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 wishes to develop the land and
the City is of the opinion that such development 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, the parties
hereto agree each with the other as follows:

1. The lands shall be developed only in accordance with
the site plan annexed hereto as Schedule 'B' to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. For the purposes of this agreement; "Commissioner of Public Works" 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 City Engineer of 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 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.
4. The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.
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 Commissioner of Public Works may give the Owner twenty-four hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the said Commissioner 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 Commissioner.
- Commissioner of Public Works
- Ingress & Egress
- Access
- Clean Site

6. .
Construc-
tion

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.
m
Drain-
age

The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works 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 said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner 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 Commissioner of Public Works.

8.
Grading,
Building
and Land-
scaping
Plans

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 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 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 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 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 fence the boundary of the lands on Schedule 'B' as and where required by the Commissioner of Parks and Recreation and 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. 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. 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 satisfactory to the City Treasurer in an amount equal to 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 City 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 oriented so as to eliminate glare on adjacent roadways and other properties.

16. The Owner agrees that no signs shall be permitted on the 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.
Road
Widening

The Owner agrees to convey to the City, at its own expense, free of all encumbrances, the ten (10) foot road widening along Main Street North, together with a daylight corner, all as shown on Schedule 'B' attached hereto, and the Owner further agrees, at its own expense, to provide all necessary surveys and legal descriptions.

Parking

The Owner shall maintain and provide a minimum of twenty-six (26) parking spaces in a location as shown on the site plan attached as Schedule 'B'.

19.
Approved
Uses

The Owner agrees that notwithstanding the provisions of By-law 1827, the land and any buildings or structures erected thereon will not be used for any uses other than as follows:

- SM bank ^{or} financial institutes
- SM dry cleaning ^{or} coin laundry
- bakery
- real estate and professional offices but excluding
- SM medical offices, i.e. dentists and doctors
- SM baker shop ^{or} beauty parlour
- pop shoppe
- photomat and camera shop
- florist
- SM variety store ^{or}
- hardware store ^{or} rental place
- sporting goods
- auto radio and electric store
- drug store
- take-out restaurant
- paint and wallpaper store
- travel agent
- office supply
- candy shop
- health food shop
- delicatessen
- leather goods shop
- pet shop

E. J. ...

and the Owner further agrees that the total gross floor area for the foregoing uses shall not exceed six thousand, two hundred and thirty-six (6,236) square feet above ground and one thousand, five hundred (1,500) square feet in the basement.

The Owner further agrees and consents to the new zoning by-law affecting this land currently under preparation, providing that only the aforesaid uses shall be permitted uses of the land and any buildings or structures erected thereon.

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

21. **s
Affected** The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

22. **Agreement
Binding** 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.

23. **Mortgagees** 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.

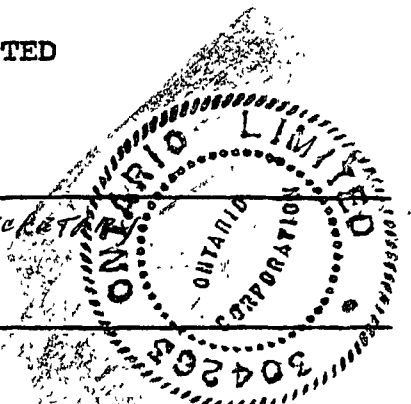
24. **Successors
& Assigns** The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.

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.

304263 ONTARIO LIMITED

L. M. Hess

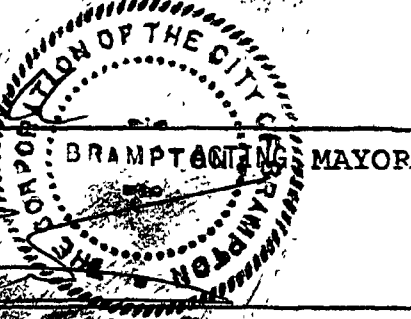
RESIDENT & SECRETARY



THE CORPORATION OF THE CITY OF BRAMPTON

Ellen Mitchell

~~XXXXXX~~ BRAMPTON MAYOR



R. J. [unclear]

CLERK

THE TORONTO-DOMINION BANK

J. H. [unclear]

ASSISTANT GENERAL MANAGER



RECEIVED
NOV 15 1979
15th
JANUARY 1979

NO. 2182
LFB

SCHEDULE 'A'

LEGAL DESCRIPTION OF THE LANDS

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) being composed of Part of Lot 1 as shown on a plan of subdivision of Part of Lot 7, Concession 1, East of Hurontario Street, known as Vodden Estate by A. B. Scott, P.L.S. dated Brampton, Ontario April 1, 1859, filed July 8, 1859 and referred to as Plan BR-12, which said parcel of land may be more particularly described as follows:

PREMISING that the north-westerly limit of Vodden Street has a bearing of north 38 degrees, 22 minutes, 30 seconds east and relating all bearings herein thereto;

COMMENCING at a standard iron bar being the most southerly angle of Lot 1 aforesaid;

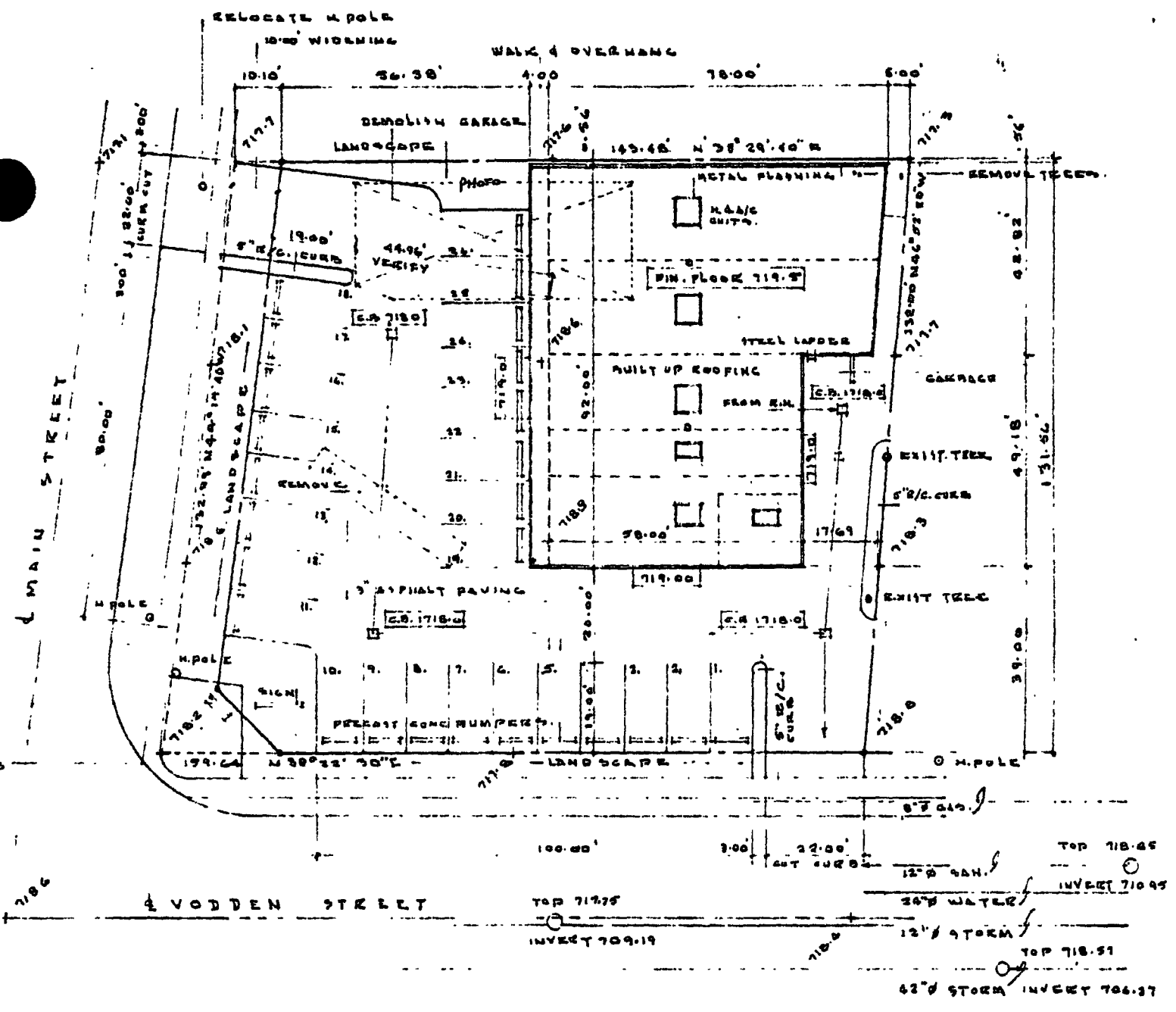
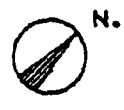
THENCE north 44 degrees, 14 minutes, 40 seconds west along the south-westerly limit of the said Lot 1, a distance of 132.99 feet to a standard iron bar being the most westerly angle of Lot 1 aforesaid;

THENCE north 38 degrees, 29 minutes, 40 seconds east along the north-westerly limit of the said Lot 1, a distance of 153.48 feet to an iron bar being the most northerly angle of Lot 1 aforesaid, said iron bar being in the limit between Plan BR-12 and Registered Plan A-21;

THENCE south 46 degrees, 52 minutes, 20 seconds east along the last mentioned limit, a distance of 132.00 feet to the most easterly angle of Lot 1 aforesaid, said point being in the north-westerly limit of Vodden Street;

THENCE south 38 degrees, 22 minutes, 30 seconds west along the last mentioned limit, a distance of 159.64 feet more or less to the point of commencement.

SCHEDULE "B"



SITE PLAN

1. REMOVE ALL FENCING ETC.
 2. PART LOT 1 & PART LOT 7, CONC. 1.
 E. OF HURONTARIO ST.
 PLAN OF 12
 CITY OF BRAMPTON
 M. T. SUTHERLAND P.E.C.

FOUNDATION & SITE PLAN		
SCALE	AS SHOWN	
DATE	JAN. 79	
JOB NO.	79-1	
MAIN & VODDEN PLAZA BRAMPTON		JACK CAMPBELL ARCHITECT GUELPH ONTARIO
SHEET NO.	10	

508932 DATED: 15 JAN 1979

No.
Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of 304263 ONTARIO LIMITED

AND

In The Land
Registry Office
at Brampton,
Ontario

Nera Forten
LAND REGISTRAR

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE TORONTO-DOMINION
BANK

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

PASSED Janauary 15th 19 79



BY-LAW

No. 15-79

To authorize the execution of an Agreement between 304263 Ontario Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and The Toronto Dominion Bank.