



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 41-90

To authorize the execution of an agreement between
637254 Ontario Limited and
The Corporation of the City of Brampton and
The Regional Municipality of Peel and
The Del Medico Group Inc., Widpar Financial Group Inc.,
Kestutis Kudirka and Anne Kudirka, and Mary Lucinda Calvert.

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1990 03 19, between 637254 Ontario Limited and The Corporation of the City of Brampton and The Regional Municipality of Peel and The Del Medico Group Inc., Widpar Financial Group Inc., Kestutis Kudirka and Anne Kudirka, and Mary Lucinda Calvert and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 19th day of March, 1990.

KENNETH G. WHILLANS

MAYOR

LEONARD J. MIKULICH

CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate
this 8th day of March , 1990.

B E T W E E N :

637254 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 REGIONAL MUNICIPALITY OF PEEL,
hereinafter called the "Region"
OF THE THIRD PART,

A N D

MS THE DEL MEDICO GROUP INC.,
WOPAR FINANCIAL GROUP INC.,
KESTUTIS KUDIRKA and ANNE KUDIRKA, and
MARY LUCINDA CALVERT
hereinafter called the "Mortgagees"

OF THE FOURTH 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 lands and the City is of the opinion that this 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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 96-86 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1.
Works

For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas,

landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, bus stop pads, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Lands
Affected

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

Approved
Site
Plan

2.2 The Owner further agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.4 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.3 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.
Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the

lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

Access

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.
Clean
Site

6.1 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 (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the 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 therefor by the Commissioner. The cost of such work shall be deemed to be the actual cost as submitted by the contractor or as determined by the Commissioner of Public Works, plus one hundred per cent (100%) thereof for administration.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

7.1 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.

7.2 All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

7.3 The Owner shall not do any blasting or use any pile driving equipment on lands owned by the City or the Region or both of them without the written consent of the City or the Region or both of them. Should the

Owner perform or authorize to be performed any blasting or pile driving, the Owner shall provide insurance coverage satisfactory to the City for damage or loss from blasting or pile driving.

8.1 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 lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

8.3 Prior to any reduction in the security posted for public works purposes or occupancy of the building, the Owner's engineering consultant shall certify to the City Public Works Department that all storm water management works have been constructed in accordance with the approved grading and drainage plan.

9.
Approved
Plans

9.1 The Owner shall, at its own expense:

9.1.1 carry out, provide, install, erect, construct, and complete in a good and workmanlike manner to the satisfaction of the City, all the works in accordance with and as shown on detailed plans and specifications for those works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be. These detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.1.2 make payment for, perform, fulfill, carry, out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.2 In the event:

9.2.1 any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement; or