



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

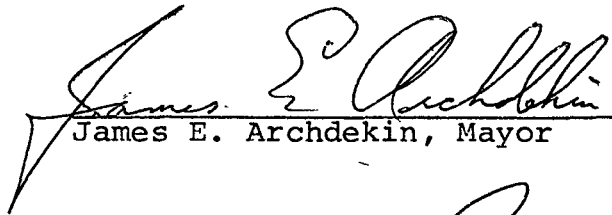
Number 43-77

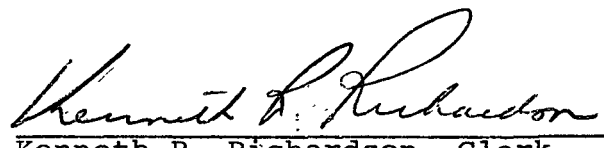
A By-law to authorize the execution of an Agreement between Gulf Oil Canada Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 Gulf Oil Canada Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 28th day of February, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

B E T W E E N :

GULF OIL CANADA 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

WHEREAS the Owner warrants that it has entered into a written Offer to Purchase for the lands described in Schedule "A" annexed hereto and shown on a survey annexed hereto as Schedule "B";

AND WHEREAS the Owner will become the registered owner of the said lands at such time as the rezoning of a portion of the said lands by the City is finalized, or shortly thereafter, as set out in the said Offer to Purchase;

AND WHEREAS the Owner has applied to the City for a rezoning of a portion of the said lands 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 said lands, the parties hereto agree each with the other as follows:

SITE PLAN

The lands located at the south-west corner of Steeles Avenue and Highway No. 10 in the City of Brampton being part of the lands described in Schedule "A" annexed hereto and part of the lands shown on Schedule "B" annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule "C" to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "C" to those locations shown on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice 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 Owners. 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.

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

4. 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 Owners twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owners forthwith upon being invoiced therefor by the City Engineer.

5. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.

6. 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 and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer 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.

7. Detailed grading, building and landscaping plans for the lands shown on Schedule "C" will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall sod, landscape and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director 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, including the boulevard areas along Steeles Avenue and Highway No. 10 adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule "C".

8. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

9. The Owner agrees that the median on Steeles Avenue to the north of the subject property shall be closed in accordance with the specifications and requirements of the Regional Municipality of Peel and the Owner agrees to prepare all necessary plans and perform all necessary work to effect the said closing in accordance with the requirements of the Regional Municipality of Peel at the Owner's expense.

OTHER APPROVALS

10. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water-mains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary 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.

11. The Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not 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 agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before issuance of any building permits.

13. 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, a fee of \$600.00. All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

14. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

15.

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.

The Owner agrees to convey to the City free and clear of all encumbrance and at the Owner's expense a one foot reserve between the lands described in Schedule "A" and shown on Schedule "B" and Steeles Avenue and a one foot reserve between the lands described in Schedule "A" and shown on Schedule "B" and Highway No. 10 except for that portion of the said lands shown on Schedule "C" annexed hereto. The City agrees to re-convey the said one foot reserve to the Owner when a satisfactory site plan agreement is entered into for the development of the balance of the lands described in Schedule "A".

17.

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.

18.

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.

19.

The covenants, agreements, conditions and undertakings herein contained on the part of the Owners shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

IN WITNESS WHEREOF the Owner has hereunto set its hands and seals and the City of Brampton and the Regional Municipality of Peel have caused to be affixed their corporate seal attested by the hands of their proper officers duly authorized in that behalf.

GULF OIL CANADA LIMITED

W. J. McCall

Vice-President

B. Shaw

Assistant Secretary

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald

MAYOR

Richard A. Richardson

CARLIC

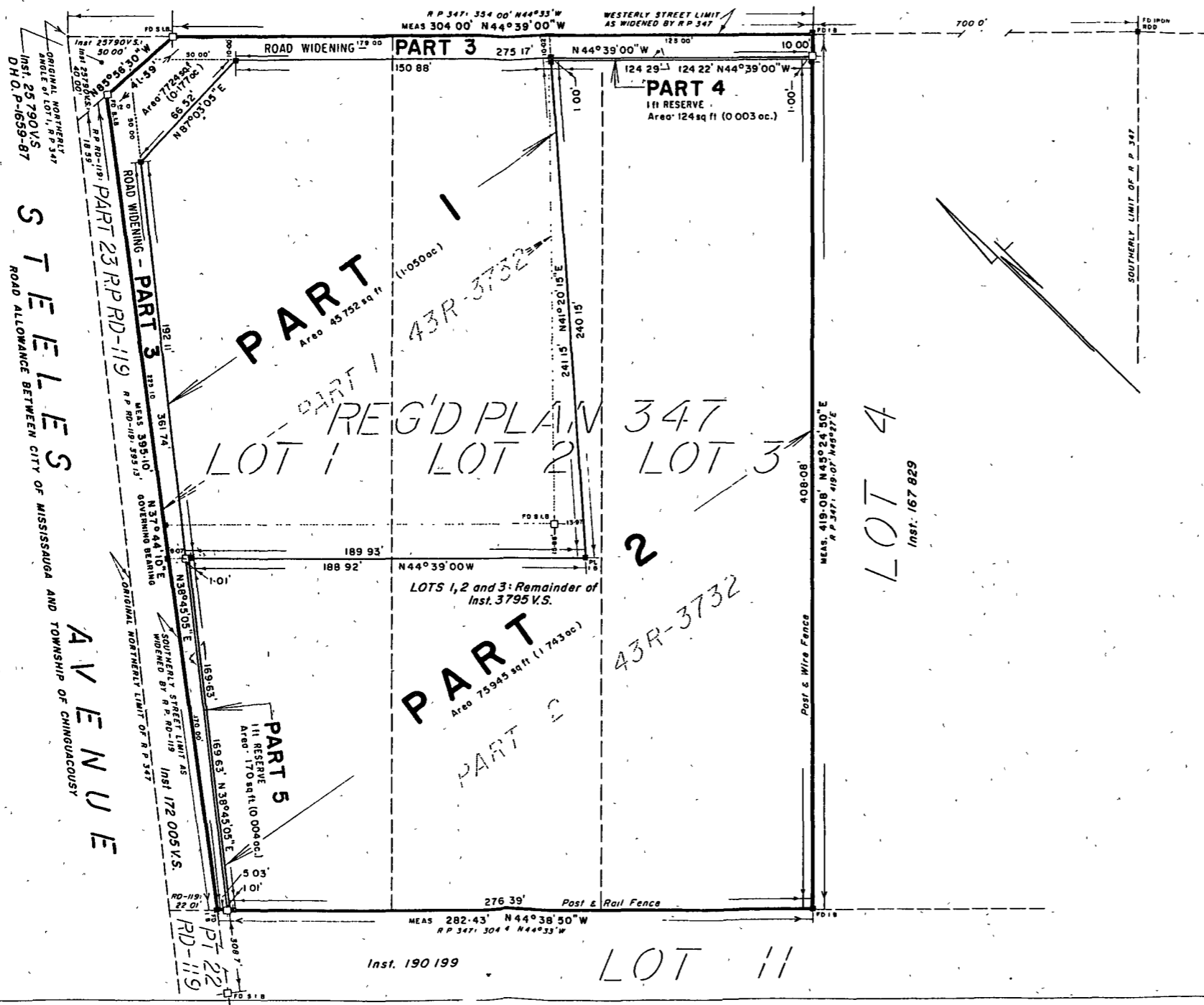
THE REGIONAL MUNICIPALITY OF PEEL

APPROVED
.....
<i>[Signature]</i> Area Manager
<i>[Signature]</i> Regional Mgr
<i>[Signature]</i> Legal Dept (H.O.)

Schedule "A"

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Mississauga in the Regional Municipality of Peel being composed of Part of Lot 1 and all of Lots 2 and 3, Registered Plan 347 and more particularly described as being Parts 1 and 2 on Plan 43R-3732.

HURONTARIO STREET -- THE KING'S HIGHWAY No 10



ORIGINAL NORTHERLY ANGLE OF LOT 1, R.P. 347
 INST. 25790 V.S.
 D.H.O. P-1659-87
 ROAD ALLOWANCE BETWEEN CITY OF MISSISSAUGA AND TOWNSHIP OF CHINGACOUSY
 STEELES AVENUE

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER PART II OF THE REGISTRY ACT

DATE _____

L. S. LOGINSKY
ONTARIO LAND SURVEYOR

RECEIVED AND DEPOSITED AS

PLAN 43R-



DATE _____

LAND REGISTRAR FOR THE REGISTRY DIVISION OF PEEL (No 43)

PLAN OF SURVEY OF
LOTS 2, 3 AND PART OF LOT 1,
REGISTERED PLAN 347,
CITY OF MISSISSAUGA,
REGIONAL MUNICIPALITY OF PEEL,
 formerly TOWNSHIP of TORONTO, COUNTY of PEEL.

SCALE: 1" = 40'
 L. S. LOGINSKY, O.L.S.
 1977

NOTE.
 BEARINGS SHOWN HEREON ARE ASTRONOMIC AND ARE REFERRED TO THE N37°44'10"E OF THE SOUTHERLY LIMIT OF STEELES AVENUE AS WIDENED BY AND SHOWN ON R.P. RD-119.

 denotes STANDARD IRON BAR
 denotes 5/8" sq IRON BAR

ALL HANGING LINES HAVE BEEN VERIFIED

SURVEYOR'S CERTIFICATE.
 I HEREBY CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER,
- THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____ 1977.

CAUTION.
 THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF SECTION 29, 32 OR 33 OF THE PLANNING ACT

L. S. LOGINSKY
 ONTARIO LAND SURVEYOR

SCHEDULE.

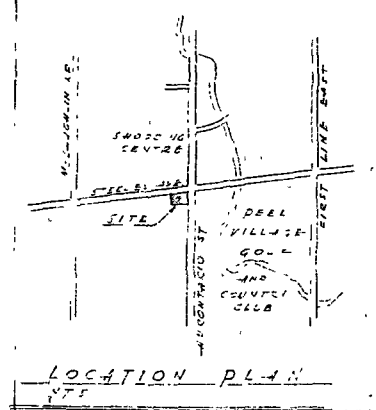
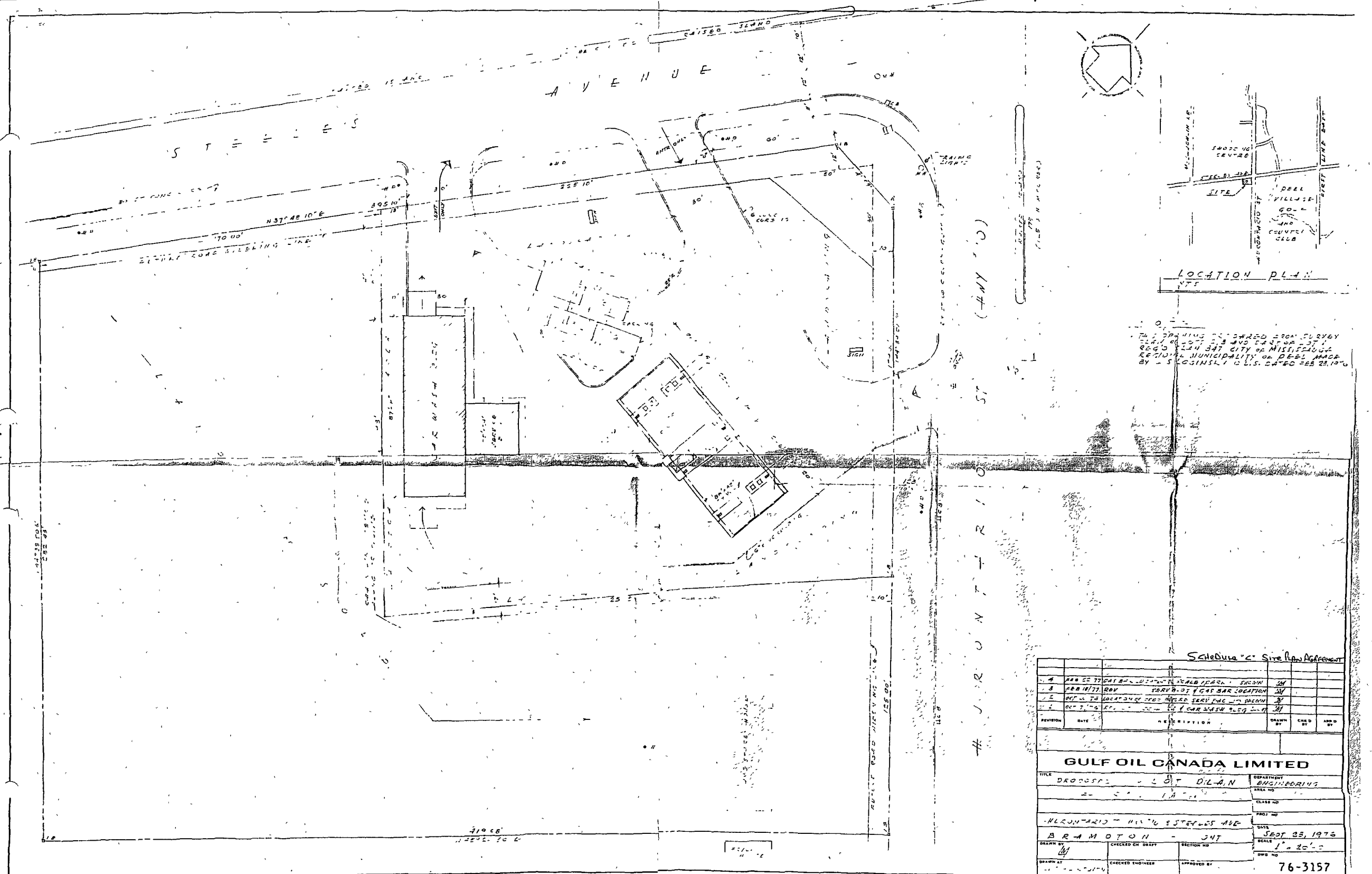
PART	LOT	REG'D PLAN
PART 1	1 and 2	REG'D PLAN 347
PART 2	1, 2 and 3	
PART 3	1, 2 and 3	
PART 4	2 and 3	
PART 5	1	

SCHEDULE "A" Site Plan Agreement

L.S. LOGINSKY LTD
 CONSULTING ENGINEER - ONTARIO LAND SURVEYOR
 1221 ALBION ROAD, REXDALE, ONTARIO
 TEL 741-1016 M9V 1A9
 Date February 28, 1977 File S574-77/3

Inst. 190 199

LOT 11



THIS DRAWING IS A REVISION OF THE PLAN OF THE CITY OF MISSISSAUGA REGIONAL MUNICIPALITY OF DEEL VILLAGE BY S. LOGINSKY D.S. 2470 FEB 23, 1970

J. R. JONATHAN ST (4NY '10)

Schedule 'C' Site Plan Agreement

REVISION	DATE	DESCRIPTION	DRAWN BY	CHEK BY	APP'D BY
1	FEB 22 1973	REVISED TO SHOW TRUCK WASH	JM		
2	FEB 16/73	REVISED TO SHOW LOCATION	JM		
3	FEB 16/73	REVISED TO SHOW LOCATION	JM		
4	OCT 7 '72	REVISED TO SHOW TRUCK WASH	JM		

GULF OIL CANADA LIMITED	
TITLE DROGON - LOT DILAN	DEPARTMENT ENGINEERING
AREA NO.	CLASS NO.
PROJ NO.	DATE
- HURONTARIO - HURON ESTERLES AVE -	
BRAMPTON - ONT	
SCALE 1" = 20'-0"	DATE SEPT 25, 1973
DRAWN BY JM	CHECKED OR DRAFT
DRAWN BY	CHECKED ENGINEER
SECTION NO.	APPROVED BY

76-3157