

THE CORPORATION OF THE CITY OF BRAMPTON

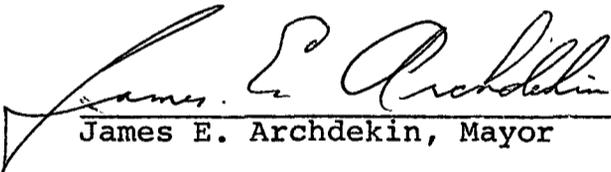
BY-LAW NUMBER 47-75

A By-law to authorize the execution
of an agreement with R.D. McIntyre
and V. Thorne.

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

1. That the Mayor and Clerk are authorized to execute
an agreement in the form annexed hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD Time and PASSED in Open Council
this 24th day of March, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this 1st day of March 1975

B E T W E E N :

R. D. McINTYRE
and
V. THORNE

hereinafter called the 'Developers'

OF THE FIRST PART

A N D

THE CORPORATION OF THE
CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

WHEREAS the Developers represent that they
are the owners of the lands shown on a survey attached
hereto as Schedule "A";

AND WHEREAS the Developers have applied to
the City for re-zoning of the said lands to permit the
erection of a building for certain office and commercial
uses but the City is of the opinion that such re-zoning
would not be proper and in the public interest unless
assurances are given by the Developers that the matters
and things referred to in this agreement are done in the
manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH
that in consideration of the premises and the sum of
TWO DOLLARS (\$2.00) of lawful money of Canada now paid
by the City to the Developers, the receipt whereof is
hereby acknowledged, the Developers covenant and agree

with the City to do and perform at their own expense the following matters and things:

SITE PLAN

1. The lands located at the south-east corner of Queen Street East and Trueman Street in the City of Brampton and more particularly described in Schedule "B" to this agreement shall be developed in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the Official Plan Amendment and zoning by-law to be passed by the City of Brampton to permit the proposed development receive Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Developers shall restrict the means of vehicular ingress and egress to and from the parking area shown on Schedule "A" to those locations indicated 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 and 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 Developers. 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 Developers shall use only such locations for access for construction purposes as the City Engineer may approve.

4. The Developers agree to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavements and sidewalks in a clean condition and free from

earth and other material. The City Engineer may give the Developers 24 hours notice to remove and clean up any earth, mud or other material from such pavements 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 Developers forthwith upon being invoiced therefor by the City Engineer.

5. The Developers will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out on the Developers' site by the Developers, their agents, servants, employees, sub-contractors 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 building, will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer. If required by the City Engineer, an internal system of storm water sewers shall be installed by the Developers 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 building and area will be filed by the Developers and be subject to the approval of the City Engineer prior to issuance of a building permit. The Developers shall sod and landscape the lands as shown on the landscape plan to be filed with the City Engineer and with the plans to be filed for the purpose of a building permit and as may be approved by the City. 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 Developers at their 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 Developers for themselves, their successors and assigns, covenant that they will plant, preserve and maintain the planting as shown on Schedule "A" and the Developers further covenant for themselves, their successors and assigns, that they will include in all future conveyances a covenant that the Grantee, his heirs, successors and assigns will maintain and/or replace the said trees and landscaping as circumstances may require. The covenant shall bind and inure to the benefit of the heirs, successors and assigns of the various parties to whom any part of the lands made subject to the above restrictions shall at any time become or belong.

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

9. The Developers shall fence the boundary of the lands in Schedule "A" as and where required to the standard of the City.

10. In addition to the other landscaping requirements of this agreement, the Developers will provide two planters of a width of approximately four feet at the locations shown on the site plan annexed as Schedule "A" and the said planters shall be planted and maintained by the Developers at their expense and shall be of a design

which permits them to be moved in the event that their removal is necessary to permit the installation, maintenance or repair of services located in the road allowance.

OTHER APPROVALS

11. (a) The Developers shall enter into such arrangements as may be necessary with the Brampton Hydro Commission with respect to electrical distribution systems and necessary appurtenances to serve the lands and such other matters including the payment of levies as the said Commission shall require, provided, however, that the electrical distribution system shall be underground. The City shall not be obligated to issue a building permit to the Developers until provided with confirmation that the arrangements referred to herein have been made to the satisfaction of the Brampton Hydro Commission.

(b) The Developers shall enter into such arrangements 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 and any other matters including the payment of levies as the said Region shall require. The City shall not be obligated to issue a building permit to the Developers until provided with confirmation that the arrangements referred to in this paragraph have been completed to the satisfaction of the Regional Municipality of Peel. In the matter of arrangements relating to the provision of services and works, the Developers shall submit all engineering details for the approval and shall obtain the approval of the City Engineer before the commencement of any such work.

FINANCIAL

12. The Developers shall pay to the City in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City the sum of \$600.00 prior to the issuance of a building permit.

13. The Developers agree 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 Developers agree to provide the City with such security as may be required by the City Treasurer in a form satisfactory to the Treasurer in an amount equal to 100 per cent of the cost of such of the work to be performed as may be specified by the City Engineer and as estimated by him to ensure the performance of such specified work, prior to the issuance of a building permit.

GENERAL

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

16. The Developers 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 Developers in any such proceedings.

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

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

SIGNED, SEALED AND)
DELIVERED)
in the presence of)

R. F. Halcom

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson
KENNETH R. RICHARDSON CLERK

QUEEN STREET EAST

ORIGINAL ROAD ALLOWANCE

STREET

TRUEMAN

85.80'

192.75'

33.0'

10'

Ramp

44.0'

33.0'

15'

139.92'

LOT 28

EXECUTIVE
PARKING
AREA
(LOWER LEVEL)

WALKWAY

59.66'

LOT 59

Ramp.

PARKING AREA 21 CARS

52.80'

147.17'

LOT 60

ORIGINAL ROAD ALLOWANCE

CITY OF BRAMPTON BY-LAW NO.
SCHEDULE A

DATE FEB 13, 1975

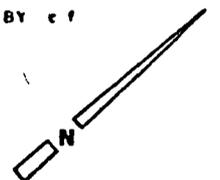
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LEGEND

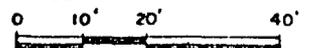


BUILDING AREA

NOTE - DIMENSIONS SHOWN MAY VARY (max. 6")



SCALE



SCHEDULE "B"

ALL AND SINGULAR those certain parcels or tracts 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 Province of Ontario and known as Lot Number 27 and Lot Number 59 in the Railway Block in the said City of Brampton (formerly Town of Brampton) according to a Plan of Survey of part of the said City of Brampton (formerly Town of Brampton) made by T. C. Prosser, dated August 1853 and registered in the Registry Office for the said County now known as Plan Number BR-5, and being a subdivision of Lot 5, Concession 1, East of Hurontario Street.

DATED

B E T W E E N :

R. D. McINTYRE
and
V. THORNE

A N D

THE CORPORATION OF
THE CITY OF BRAMPTON

MEMORANDUM OF AGREEMENT

Judith E. Hendy
City Solicitor
24 Queen Street East
Brampton, Ontario
L6V 1A4