



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

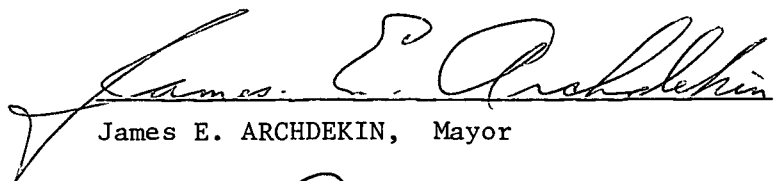
Number 50-81

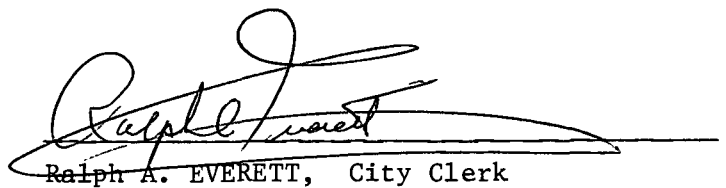
To authorize the execution of an agreement between the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton

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 between Her Majesty The Queen, in right of the Province of Ontario, represented by the Minister of Transportation and Communications for the Province of Ontario, and The Corporation of the City of Brampton, relating to East Brampton Water Reservoir Site, 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 23rd day of February 1981.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

APPROVED AS TO FORM LAW DEPT. BRAMPTON

DATE 2/23/81

THIS INDENTURE made in triplicate this *First*
day of *June*, 1980.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF THE
ENVIRONMENT

hereinafter referred to as the 'Crown'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter referred to as 'Brampton'

OF THE SECOND PART

WHEREAS the Crown, as successor to the Ontario Water Resources Commission, is the owner of certain lands being composed of part of Lot 9, in Concession 3, East of Hurontario Street, in the City of Brampton, in the Regional Municipality of Peel and operates herein the East Brampton Water Reservoir Site.

AND WHEREAS Brampton desires to develop and utilize the Westerly portion of the said lands for the purpose of parkland and outdoor recreational usage;

AND WHEREAS Brampton as tenant desires to lease from the Crown as landlord for the purposes aforesaid that part of the said lands more particularly described below upon the terms hereof;

WITNESSETH that in consideration of the rents, covenants and agreements, herein reserved and contained on the part of Brampton, the Crown leases unto Brampton, its successors and assigns the Westerly portion of the

lands in part of Lot 9, Concession 3, East of Hurontario Street in the City of Brampton, in the Regional Municipality of Peel, composed of an area 600 feet Easterly from the West property line along the Southerly property line and 520 feet Easterly from the West property line along the Northerly property line, all as indicated by hatching on Schedule A to this agreement which is a survey plan for the whole of the East Brampton Water Reservoir Site and is registered in the Registry Office for the Registry Division of Peel (No. 43) as Instrument Number 189805 VS (herein called the 'leased lands').

TO HAVE AND TO HOLD the leased lands for and during the term of ten (10) years to be computed from the 1st day of June, 1980 and to be fully completed and ended on the last day of May, 1990.

At the expiration of the term or any renewed term of this lease, the term or renewed term shall be automatically extended for a further year upon the same terms and conditions as are contained in this lease, provided, however, that the Crown or Brampton may terminate this lease and the renewal rights contained herein by giving at least one (1) year's notice thereof, but in no event shall this notice be given prior to the last day of May, 1990.

Yielding and paying therefor unto the Crown the sum of One Dollar (\$1.00), payable immediately.

1. Brampton covenants with the Crown:

(a) to pay rent;

(b) to use the leased lands for parkland and outdoor recreational facilities, landscaping, walkways and parking;

(c) that it will not erect or cause to be erected any building or structure on the leased lands nor commence any excavation, grade changes or filling operations or make any improvements or lay out and build any roads without the consent of the Crown first having been obtained in writing which consent shall not be arbitrarily or unreasonably withheld. Requests for such consents shall be accompanied by:

- (i) drawings to show construction, location of proposed roads, fencing and gates;
- (ii) sketches of survey of relevant lands;
- (iii) evidence that all necessary approvals and permits have been obtained from agencies required, authorized or empowered to give same,

and that it will forthwith, if the Crown so requires, provide plans of any such buildings or alterations in their final constructed form;

(d) that it will, prior to the termination of this lease, at its own expense, perform or cause to be performed such work as the Crown may require to remove any buildings or structures and restore as far as reasonably practicable, the lands upon which the buildings or structures were situate to their condition prior to the erection of such buildings or structures;

- (e) to maintain the leased lands in a generally clean, tidy and safe condition including weed control, grass cutting, protection of trees and the removal of any dangerous trees on the leased lands;
- (f) to discourage and to post signs indicating that access to the "secured area" of the East Brampton Water Reservoir Site is prohibited;
- (g) to erect and maintain a four (4) foot fence along the Northeasterly boundary of the leased lands as it abuts other lands owned by the Crown.
- (h) to assume responsibility for any damage caused to any person that may arise by reason of the condition of any part of the leased lands or their use as a park and recreational area or otherwise whether such damage be caused to employees of Brampton, to invitees or licencees of Brampton or to trespassers, and for any damage that may result from any act or omission of any employee of Brampton, and to indemnify and hold the Crown harmless in respect thereof save and except any such damage caused by or arising out of the use of the leased lands by the Crown;
- (i) to pay all taxes, rates and assessments on the leased lands as well as those which may be imposed by reason of the erection of any building or structure or the making of any improvements on the leased lands by Brampton or by the activities carried on or permitted to be carried on by Brampton on the leased lands;

(j) not to assign or sublet or permit the use or occupation of the leased lands or any part thereof without leave, which may, by the Crown, be arbitrarily withheld unless the assignee, sub-lessee, user or occupant is a municipality which enters into an agreement with the Crown, in terms similar to those contained in clause (h) hereof, to indemnify the Crown provided however this clause shall not prevent Brampton from carrying on or permitting to be carried on, recreational activities on the leased lands in accordance with the programmes and policies of Brampton's Parks and Recreation Department.

2. The Crown covenants with Brampton for quiet enjoyment.
3. Brampton may permit the public to have access to and over the leased lands and other lands of Brampton adjacent to the leased lands at the risk of Brampton.
4. Notwithstanding any of the foregoing:
 - (a) the Crown retains the right upon thirty (30) days written notice thereof to Brampton to install under the surface of the leased lands such works as it may require and to maintain such works, the Crown agreeing to restore the surface as close as practical to its immediately prior condition if the surface is disturbed by the installation and maintenance of such works;
 - (b) the Crown retains the right of access to the leased lands for the purpose of inspection or any matter related to the operation of the East Brampton Water Reservoir;

(c) the Crown may take such steps as it from time to time requires in order to prevent any rights of passage or any other rights becoming vested in the public or any persons, firms, or other bodies.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT

J. W. Giles

J. W. Giles
Assistant Deputy Minister

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN

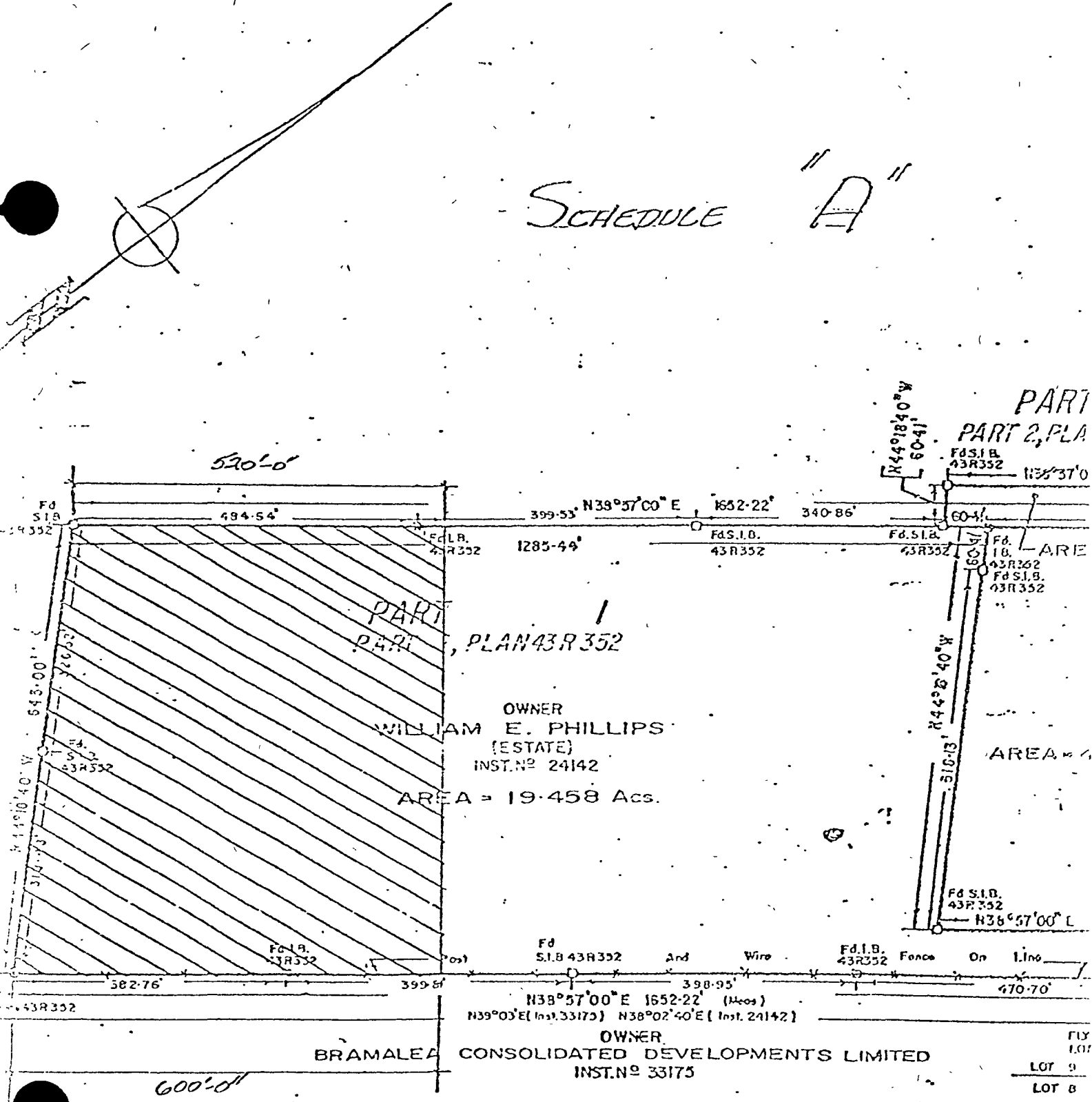
MAYOR

Ralph A. Everett

RALPH A. EVERETT

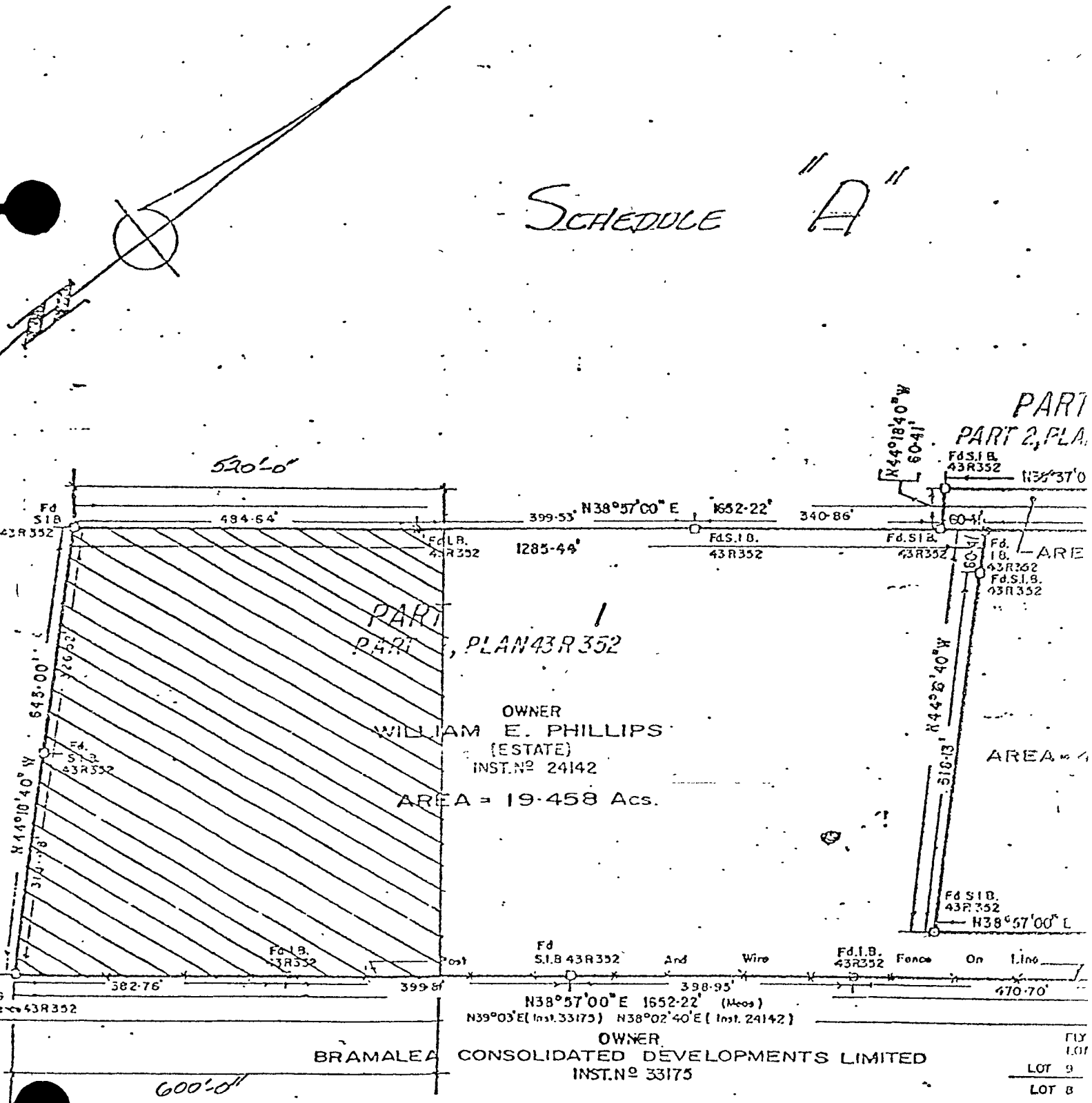
CITY CLERK

SCHEDULE "A"



SCHEDULE					
THE PARTS ENUMERATED HEREUNDER REFER TO LANDS TO BE ACQUIRED OR OVER WHICH A LIMITED RIGHT IN NATURE OF AN EASEMENT IS TO BE ACQUIRED BY THE ONTARIO WATER RESOURCES COMMISSION.					
PART	LOT	CONCESSION	OWNER	INST. NO	AREA
1	9	CON. 3 E.H.S.	WILLIAM E. PHILLIPS (ESTATE)	24142	19.458 Acs.
2	9	CON. 3 E.H.S.			0.580 Ac.

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PASSED February 23, 1981



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No. 50-81

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