



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 94-79

To authorize the execution of an Agreement between The Royal Bank of Canada and The Corporation of the City of Brampton.

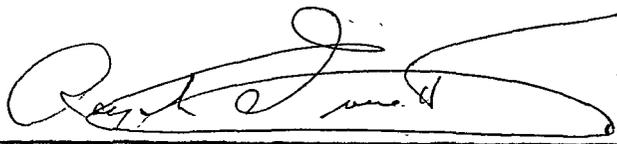
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The Council of the Corporation of the City of Brampton  
ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement between The Royal Bank of Canada and The Corporation of the City of Brampton, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of April, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this  
day of *March*, 197*9*

*9<sup>th</sup>*

B E T W E E N:

THE ROYAL BANK OF CANADA

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

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 there are no mortgagees of the lands;

AND WHEREAS the Owner wishes to redevelop the land and the City is of the opinion that such redevelopment 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 lands, 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.

Site  
Plan

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 Commissioner of Public Works for 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 City Commissioner of Public Works and this work shall be completed before occupancy of any new part of the building is permitted by the Owner. The 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 therefor by the Commissioner.

6.

Con-  
struc-  
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.

Building,  
Grading,  
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, 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.  
Admini-  
stration  
Fees

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.  
Taxes

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.  
Securities

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.  
Glare

All floodlighting on the land shall be designed and oriented so as to eliminate glare on adjacent roadways and other properties.

16. Signs The Owner agrees that no additional signs shall be permitted on the lands other than those presently existing or 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.

17. Sidewalks The Owner agrees, at its own expense, to construct in accordance with plans and specifications approved by the Commissioner of Public Works a sidewalk across the entire frontage of the land as shown on Schedule 'B'.

18. 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.

19. Lands Affected The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

20. 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.

21. 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.

22.

Where, under the terms of this agreement, any approvals are required to be given on behalf of the City by the City Council or any official of the City, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld and wherever decisions are made within the meaning of this agreement by the Municipal Engineer, the discretion of the said Municipal Engineer shall be exercised according to reasonable engineering standards.

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.

THE ROYAL BANK OF CANADA BY US ATTORNEYS

*as witness*

*[Signature]*  
\_\_\_\_\_  
TITLE  
*[Signature]*  
\_\_\_\_\_  
TITLE

POWER OF ATTORNEY REGISTERED ON  
*July 25, 1975* as No. *360308* vs

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW  
NUMBER 94-79  
PASSED BY CITY  
COUNCIL ON THE 23<sup>RD</sup>  
DAY OF APRIL 1979.

*[Signature]*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN MAYOR  
*[Signature]*  
\_\_\_\_\_  
RALPH A. EVERETT ACTING CLERK

\_\_\_\_\_  
\_\_\_\_\_

AFFIDAVIT OF SUBSCRIBING WITNESS

I, DOUGLAS H. BIBLE

of the

Toronto MAKE OATH AND SAY:

1. I am a subscribing witness to the attached Instrument and I was present and saw it executed at Toronto by G. E. JOHNSTON and G. G. McKAY as attorneys for The Royal Bank of Canada.

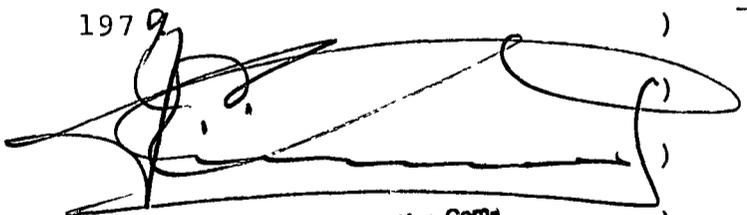
2. I verily believe that the persons whose signatures I witnessed were authorized to execute the Instrument as attorneys for The Royal Bank of Canada.

3. I know the said persons and they are, and at the time of the execution of the Instrument they were Manager, Real Estate Resources, Metropolitan Toronto and Regional Manager, Peel Region respectively, of The Royal Bank of Canada.

4. I am an employee of The Royal Bank of Canada and as such have personal knowledge of the matters deposed to herein.

SWORN BEFORE ME at the City )  
of Toronto, in the )  
Municipality of Metropolitan )  
Toronto, this 9<sup>th</sup> )  
day of March )  
1979 )

Douglas H. Bible



JAMES EDWARD LENNOX, a Commissioner, etc., Province of Ontario for The Royal Bank of Canada. Expires March 24, 1980.

A Commissioner, etc.

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) and being composed of part of Block A according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Number 518, which said parcel may be more particularly described as follows:

COMMENCING at a point in the Northwesterly limit of said Block A, being in the Southeasterly limit of Queen Street East as widened by said Plan 518, which point is distant 262.89 feet measured Northeasterly along said widened limit of Queen Street from an iron bar planted therein, said iron bar being the most Westerly angle of said Block A;

THENCE South 44 degrees 13 minutes East parallel to the Southwesterly limit of said Block A a distance of 180.00 feet to a standard iron bar planted;

THENCE North 39 degrees 28 minutes 50 seconds East, parallel to the Northwesterly limit of said Block A a distance of 50.00 feet to a standard iron bar;

THENCE North 44 degrees 13 minutes West parallel to the said Southwesterly limit of Block A distance of 180.00 feet more or less to a standard iron bar planted in the Northwesterly limit of said Block A distant 50.00 feet measured Northeasterly thereon from the point of commencement;

THENCE South 39 degrees 28 minutes 50 seconds West along the Northwesterly limit of said Block A a distance of 50.00 feet to the point of commencement, containing by admeasurement 8,946 square feet more or less.

SUBJECT to an easement in, over, along and upon the Northwesterly ten feet in perpendicular width of the herein described parcel, as further described in instrument number 38368 for the City of Brampton.



PASSED April 9, 1979

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# BY-LAW

No. 94-79

To authorize the execution of an Agreement between The Royal Bank of Canada and The Corporation of the City of Brampton

513355

DATED: 9 MARCH 1979

No.

Registry Division of Peel (No 43).

I CERTIFY that this instrument is registered as of

1979 MAY 2 PM 12 48

THE ROYAL BANK OF CANADA

AND

THE CORPORATION OF  
THE CITY OF BRAMPTON

In The Land  
Registry Office  
at Brampton,  
Ontario,

*Vera Forter*

LAND REGISTRAR

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A G R E E M E N T

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JOHN G. METRAS,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET, EAST  
BRAMPTON, ONTARIO.  
L6V 1A4