



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 164-77

A By-law to authorize the execution of an agreement between Daniel Ignat Kaneff Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and the Royal Bank of Canada.

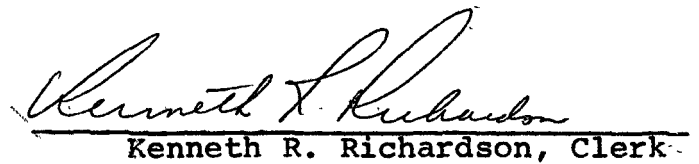
---

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 Daniel Ignat Kaneff Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and the Royal Bank of Canada, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 12th day of September, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 12<sup>th</sup>.  
day of SEPTEMBER, 1977.

B E T W E E N :

DANIEL IGNAT KANEFF HOLDINGS 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

THE ROYAL BANK OF CANADA

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands shown on a survey annexed hereto as Schedule "A" and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner has applied to the City for rezoning 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 on the north side of Steeles Avenue west of Highway No. 10 consisting of Part of Lot 1, Concession 1, West of Hurontario Street, and more particularly shown on Schedule "A" annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule "A" 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.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. For the purposes of this agreement, "Municipal Engineer" 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 City Engineer of the City of Brampton.

3. The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule "A". 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 Municipal Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. 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.

4. The Owner shall use only such locations for access for  
Access construction purposes as the Municipal Engineer may approve.

5. During construction, the Owner agrees to employ and  
Clean Site 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  
Municipal Engineer 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 Municipal Engineer may cause such work  
to be done either by the Municipalities own equipment and employees  
or by an independent contractor and the cost thereof shall be paid  
by the Owner forthwith upon being invoiced therefore by the  
Municipal Engineer.

6. The Owner will be responsible for any damage caused  
Con-struction 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. The final grade of the lands shall be so fixed to the  
Storm drain- age satisfaction of the Municipal 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 Municipal  
Engineer. A system of storm water sewers shall be installed by  
the Owner to the satisfaction of the Municipal Engineer and the City  
Building and Zoning Co-ordinator 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 Municipal Engineer.

8. Detailed grading, building and landscaping plans for  
Building and Land- scaping Plans the buildings and lands will be filed by the Owner and be subject  
to the approval of the City Engineer, the Director of Parks and  
Recreation and the Building and Zoning Co-ordinator prior to the  
issuance of any building permits. Such plans to include detailed  
specifications of all indoor and outdoor recreational facilities  
to be provided on the lands shown on Schedule "A" and the Owner agrees  
to construct and furnish all such recreational facilities in

accordance with specifications to be approved by the City Engineer, the Director of Parks and Recreation and the Building & Zoning Co-ordinator. The landscaping plans shall include landscaping for the portion of the boulevard on Steeles Avenue abutting the lands shown on Schedule "A" which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule "A". 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 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. 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 Director of Parks and Recreation. The Owner agrees that all landscaping and recreational facilities, in accordance with the approved landscaping plan, shall be completed within twelve months following the first occupancy of any buildings on the lands shown on Schedule "A". The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice. The Owner agrees that the indoor recreational facilities to be provided in each of the two buildings shall include all items set out in Schedule "B" of this agreement.

The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Director of Parks

fencing

and Recreation 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 the first occupancy.

(a) The Owner agrees to erect at his cost a four foot (4') black vinyl chain link fence in accordance with the City's specifications on the east and west boundaries of the lands shown on Schedule "A" and along all perimeter boundaries of the parkland as shown on Schedule "A".

(b) The Owner agrees to erect at his expense a decorative brick wall, four feet (4'0") above grade subject to the approval of the City Planning Director, along the Steeles Avenue frontage of the lands shown on Schedule "A" and the said brick wall shall be shown on the landscape plans for the lands shown on Schedule "A". If, in the opinion of the City Planning Director, the landscape plan for the lands shown on Schedule "A" as approved by the City Director of Parks and Recreation provides sufficient landscaping to make the said brick wall unnecessary, the City Planning Director may in his sole discretion advise the Owner in writing that the satisfactory completion of landscaping in accordance with the landscape plan shall be deemed to be in compliance with part(b) of this paragraph in substitution for the requirement for a brick wall.

10.

Occu-  
pancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the said lands until the "basic services" (hereinafter defined as internal sanitary sewers, internal watermains, internal storm sewers, service connections, plumbing) and parking areas and private driveways complete with curbs and base course asphalt are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly installed and approved and the necessary occupancy permit as required by the City building by-law has been issued. The City Engineer may, in his sole discretion, upon request from the Owner authorize the Building and Zoning Co-ordinator to issue occupancy permits

prior to the completion of the parking area and driveway provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

11.

All internal roads, sidewalks, walkways and parking areas shall be constructed in the locations and in accordance with the dimensions shown on Schedule "A" and the Owner agrees that all internal roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

OTHER APPROVALS

12.

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.

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 services to the lands, with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including the payment of levies as the said authority shall require, provided however, that the electrical distribution system shall be underground. 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.

14.

No building permit shall be applied for by

O.H.A.P.  
Grants  
or  
Equi-  
valent

the Owner nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program calculated as follows:

- (i) with respect to block townhouses or apartment buildings, the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein;
- (ii) with respect to street townhouses, the sum of Five Hundred and Twenty-Five Dollars (\$525.00) for each residential unit contained therein;
- (iii) with respect to single family or semi-detached buildings and all other buildings, the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein

and such additional levies shall be paid with respect to all the residential units contained in each building prior to the issuance of a building permit.



15.

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. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "A" shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

Admini-  
stra-  
tion  
ees

The Owner shall pay to the City prior to the issuance of any building permits, in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region an amount equal to four per cent (4%) of the total cost of the works on public property to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the work is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible.

7.

City  
levies

The Owner covenants and agrees to pay to the City the following development levies:

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or town-house building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;

- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly in direct relationship to the Composite Component of the Southern Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

Reg-  
ional  
levies

For apartment type residential development:

\$600.00 per dwelling unit under  
900 square feet in area;  
\$900.00 per dwelling unit having  
an area from 900 to 1,150 square feet;  
\$1,200.00 per dwelling unit over  
1,150 square feet in area.

The above levies shall be effective 1st January 1974 and be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year. Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.

19. Prior to execution of the agreement by the Region, a watermain frontage charge of Five Thousand Five Hundred Dollars (\$5,500.00) is to be paid by the Owner to the Region.

20. In addition to all other payments and levies provided for herein, the Owner agrees to pay a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the composite component of the Southam Construction Index (Ontario Series) with the base to be as of 15 January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

Road and  
bridge  
levy

These levies shall be paid as follows:

- (a) at the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

21.

Changes  
in  
levies

The levies set out in paragraphs 17, 18, and 20 of this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region take effect with respect to the development covered by this agreement earlier than two full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement. The Owner agrees that, after the aforesaid two year period, any resolution of City or Regional Council altering the aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

7/11  
R

22. (a) Notwithstanding the provisions of paragraphs 14, 17, 18 and 20 of this agreement, the levies provided for under those paragraphs may be paid in the following manner: Twenty-five per cent 25% prior to issuance of building permits and the balance plus interest not later than at the time of the first mortgage draw or one year following the date of issuance of building permits, whichever shall first occur, provided that prior to issuance of building permits a letter of credit from a chartered bank in a form satisfactory to the City is deposited with the City for the full amount outstanding plus interest at the rate of nine per cent (9%) on the amount outstanding for a period of one year to guarantee payment of the outstanding amount of the levies plus interest at the agreed rate. When the balance of the levies is paid, interest at nine per cent (9%) on the outstanding balance shall also be paid from the date of issuance of the building permits to the date of payment of the levies.

GENERAL

23. 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:

Archi-  
tectural  
Control  
Commit-  
tee

- (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

24.  
Building  
Management

The parties hereto agree that this application was specifically based on both buildings being erected and maintained as rental buildings for the rental of individual apartment units within the buildings.

25.  
Severance

The Owner agrees that the lands shown on Schedule "A" shall only be divided along the dotted line indicated on Schedule "A" and that in the event of any such division the northerly building shall be given a right-of-way over the private road on the southerly lands leading to Steeles Avenue and the southerly building shall be given a right-of-way over the private road on the northerly lands leading to the north-west corner of the property.

26.  
Road  
Access

The parties hereto acknowledge that the development of the lands shown on Schedule "A" was approved on the basis that road access would be provided to the north-west corner of the lands shown on Schedule "A" and that on a temporary basis until such road is constructed, the lands would have access only from Steeles Avenue and thereafter would have access from both Steeles Avenue and the new road to the north-west corner. The Owner agrees to be responsible for one half of the construction of a road to the north-west corner of the lands shown on Schedule "A" which road construction is presently estimated to cost a total of \$84,065.00. The Owner agrees to perform all construction for which he is responsible on the said road as soon as he is advised by the City that arrangements have been made with respect to the dedication of the lands necessary for the road and that construction on the road can commence. The Owner agrees that the road shall be constructed in accordance with plans and specifications to be approved by the City Engineer and in accordance with the City standards for road construction including all necessary services and curbs and gutters. The Owner also agrees that prior to commencement of any construction on the said road the Owner will make arrangements satisfactory to the City to provide bonding, insurance, maintenance guarantees, and any other required security in accordance with the policy of the City at that time with regard to pre-requisites for road construction under subdivision agreements. The Owner also agrees that prior

to the issuance of any building permits the Owner shall deposit with the City a letter of credit from a chartered bank in a form acceptable to the City in the amount of Eighty-four Thousand Dollars (\$84,000.00) to guarantee the performance of its obligations under this paragraph and the Owner agrees to maintain such letter of credit in full force and effect until such time as the road has been accepted by the City as satisfactorily completed or alternative securities acceptable to the City have been provided. If arrangements have not been made with the bank for renewal of the letter of credit prior to the commencement of the last calendar month of the term of the letter of credit, the City shall be entitled to draw against the letter of credit for the full amount or any part thereof which the City deems necessary to guarantee performance of the obligations of this paragraph.

When road access to the north-west is made available, the Steeles Avenue access shall be restricted to right turns in and out. All costs of any construction required to control the turning movements will be borne by the Owner.

27.

At no expense to the City, the Owner agrees to convey to the City of Brampton that portion of the lands of the Owner shown on Schedule A as forming part of a cul-de-sac at the north-west corner of the lands shown on Schedule A. Deeds for the said lands in a form satisfactory to the City shall be deposited with the City prior to issuance of any building permits for the lands shown on Schedule A.

Road  
Dedi-  
cation

At no expense to the City, the Owner agrees to convey to the City of Brampton 1.8402 acres of parkland as shown on Schedule "A" and the Owner also agrees to pay in lieu of further parkland dedication the sum of Two Hundred and Two Thousand Nine Hundred and Forty Dollars (202,940.00) to the City of Brampton prior to the issuance of any building permits for the lands shown on Schedule "A". Deeds for the said lands in a form satisfactory to the City shall be deposited with the City prior to issuance of any building permits for the lands shown on Schedule "A"

Parkland

29. Traffic Lights The Owner agrees to enter into agreements with the Regional Municipality of Peel with respect to the installation of traffic lights on Steeles Avenue at the location of the access point to the lands shown on Schedule "A" and the Owner agrees to pay to the Regional Municipality of Peel all amounts required by the Region with respect to the construction of the said traffic lights. The Owner agrees with the City of Brampton and the Region of Peel that no occupancy of any buildings on the lands shown on Schedule "A" shall take place until such time as the said traffic lights become operational.

30. Sidewalk The Owner agrees to construct a sidewalk along the frontage of the lands shown on Schedule "A" on Steeles Avenue in accordance with plans and specifications to be approved by the City and the Region.

31. One Foot Reserve At no cost to the Regional Municipality of Peel, the Owner agrees to convey to the Region a one foot (1') reserve along the Steeles Avenue frontage of the lands shown on Schedule "A" subject to provision being made for the permanent access and temporary access points as shown on Schedule "A".

32. Security The Owner agrees to provide security in a form satisfactory to the City to guarantee performance of the works required by this agreement to be done on the land to be dedicated as parkland and on the boulevard portion of Steeles Avenue.

33. Right- At no expense to the City the Owner agrees to convey to the City of Brampton a right-of-way over the lands shown on Schedule "A" leading from Steeles Avenue to the land to be conveyed to the City to form part of a cul-de-sac at the northwest corner of the lands. The said right-of-way shall provide for access by the City of Brampton to all lands to be conveyed to the City until such time as the road to the northwest corner of the property has been constructed and accepted by the City. Deeds for the said right-of-way in a form satisfactory to the City shall be deposited with the City prior to issuance of any building permits for the lands shown on Schedule "A".



34.

Bus  
bay

The Owner agrees at his expense to construct a bus bay on the boulevard portion of Steeles Avenue abutting the lands shown on Schedule "A" in accordance with plans and specifications to be approved by the City and Regional Engineers.

35.

Mort-  
gages

The Mortgagees join herein to consent to the terms herein and agree to postpone their mortgage interests to this agreement and the Mortgagees hereby agree to execute all documents necessary to provide for the aforesaid postponements of their mortgages and the Owner agrees to be responsible for all costs of preparation of documents and registration of documents in connection with the said mortgage postponements.

36.

By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successor 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.

37.

Successors  
and  
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.

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.

- 17 -  
DANIEL IGNAT KANEFF HOLDINGS LIMITED

*[Signature]*  
PRES.

*[Signature]*  
SEC.

THE CORPORATION OF THE CITY OF BRAMPTON

*[Signature]*  
JAMES E. ARCHDEKIN

MAYOR

*[Signature]*  
KENNETH R. RICHARDSON

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW  
NUMBER **228-75**  
PASSED BY THE REGIONAL  
COUNCIL ON THE **27<sup>th</sup>**  
DAY OF **NOVEMBER, 1975**

*[Signature]*  
ACTING CHAIRMAN.

*[Signature]*  
CLERK.

THE ROYAL BANK OF CANADA

by its Attorneys

*[Signature]*

*[Signature]*

Power of Attorney registered on  
July 25, 1975 as No. 360308 VS

Witness:

*[Signature]*

AFFIDAVIT OF SUBSCRIBING WITNESS

I, PHILIP J. RAFUSE  
of the CITY OF MISSISSAUGA  
in the MUNICIPALITY OF PEEL  
make oath and say:

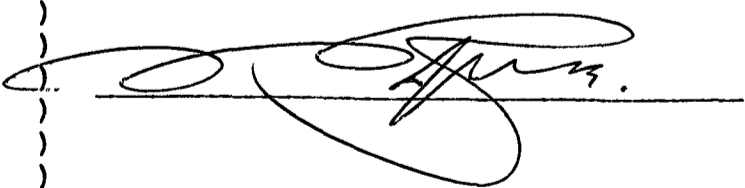
I am a subscribing witness to the attached instrument and I was present and saw it executed at Toronto by JOHN B. EASTON and KIRK W. DOUPE as attorneys for The Royal Bank of Canada.


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

I know the said persons and they are, and at the time of the execution of the instrument they were, a MANAGER, CORPORATE LENDING and ~~and~~ ~~respectively~~, respectively, of The Royal Bank of Canada.

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 20th day of September, )  
1977. )



  
A Commissioner for taking affidavits, etc. )

JOHN LOUIS LUDY, a Commissioner,  
etc., Province of Ontario  
for The Royal Bank of Canada,  
Expires March 24, 1980.

List of Minimum Indoor Recreational Facilities  
to be Provided in Each Building

1. Swimming Pool of least twenty-five feet (25'0") by fifty-five feet (55'0") with minimum deck area of six feet (6'0") at each side and twelve feet (12'0") at each end.
2. Men's and Women's Dressing/Shower/Washroom/Sauna Rooms.
3. Men's and Women's Fitness/Gym Rooms.
4. Table Tennis Room.
5. Laundry Room with Adjacent Adult Lounge and Adjacent Indoor Children's Play Area.
6. A Large Social Recreation Room (minimum sixteen hundred (1,600) square feet) with Kitchenette and Washroom Facilities.

DATED:

---

DANIEL IGNAT KANEFF HOLDINGS LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

---

A G R E E M E N T

---

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

To The Registrar of the Registry Division of

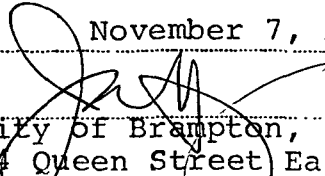
J. Judith E. Hendy of the City of Brampton in the  
Regional Municipality of Peel,

hereby deposit with you and require you to take into your custody, pursuant to Part II of The  
Registry Act, the following documents:—

Description of Documents	Names of all Parties	Any other particulars or subject of certificate, affidavit, etc.	Lands in this Registry Division to which Documents relate
Con minium ent	DANIEL IGNAT KANEFF HOLDINGS LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL, and THE ROYAL BANK OF CANADA		Part of Lot 1, Concession 1, West of Hurontario Street, in the City of Brampton, in the Regional Muni- cipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) and registered as Instrument No. VS410784.

UP TO TEN DOCUMENTS MAY BE FIRMLY ATTACHED TO THIS REQUISITION.

Dated..... November 7, 1977

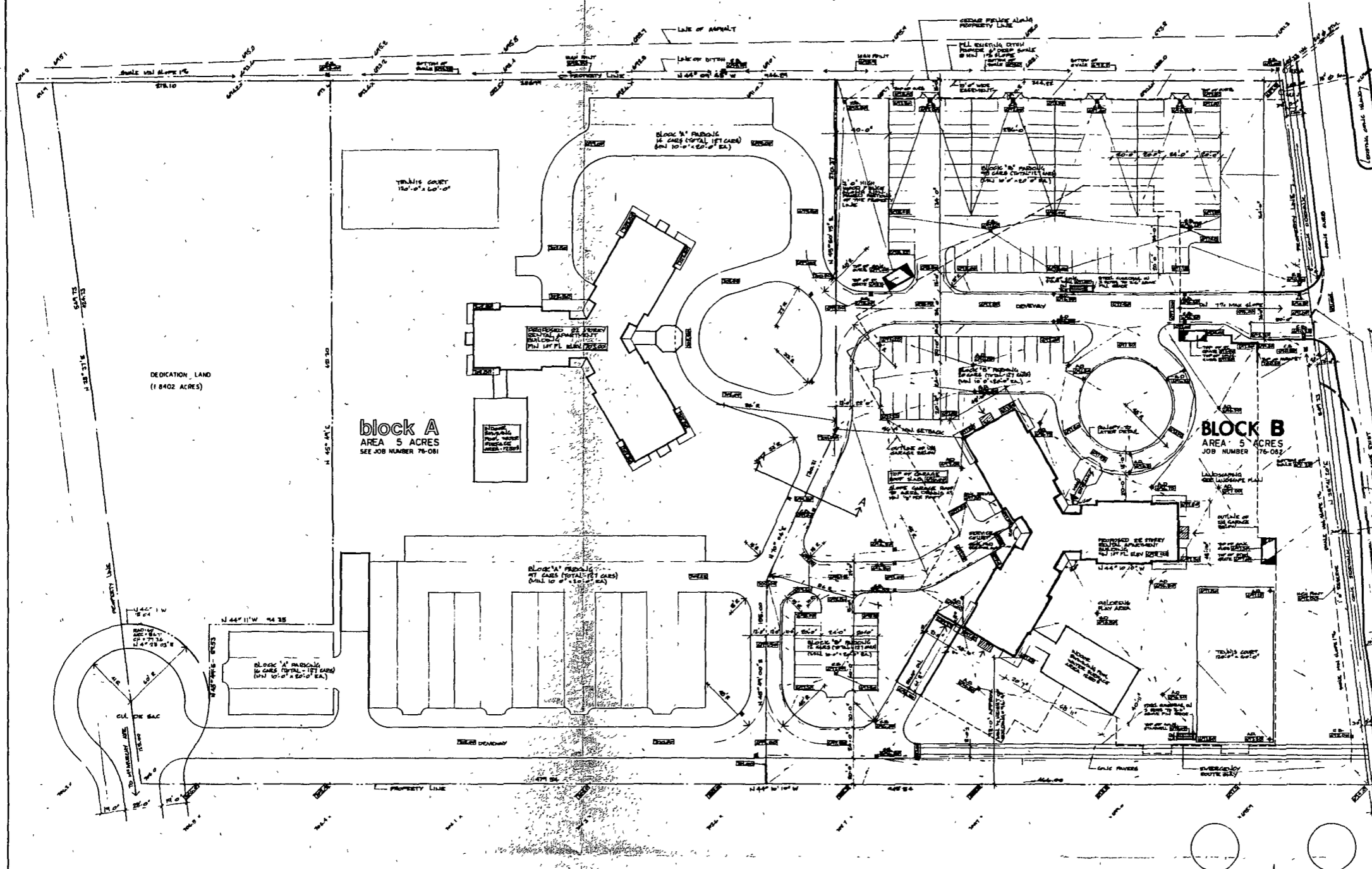
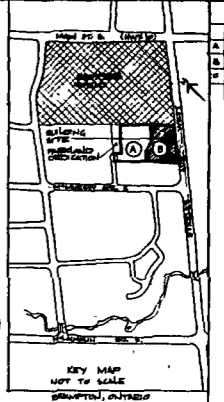
Signature.....  Judith E. Hendy

Address..... City of Brampton,  
24 Queen Street East,  
Brampton, Ontario. L6V 1A4

Occupation..... City Solicitor.

SCHEDULE "A"

REVISIONS	
1	AS SHOWN
2	AS SHOWN
3	AS SHOWN



I.A. MARINOFF  
DIPLOMA IN ARCHITECTURE  
470 HENSALL CIRCLE  
MISSISSAUGA, ONT.  
PHONE (905) 276-6816

FOR THE CLIENT:  
KANEFF DEVELOPMENTS LIMITED  
DANHEI CONSTRUCTION LIMITED  
PROJECT TITLE  
PLOT PLAN

DATE: JULY 1977  
SCALE: 1" = 40'-0"  
SHEET NO. A-1  
PROJECT NUMBER  
76-082

SECTION A-A Not to scale

Dated November 7, 1977

In the Matter of the Title to

DEC 7 PM 12 31

Part of Lot No. 1

457355

Deposit No.  
Registry, Division of Peel (No. 43)  
The documents herein mentioned were deposited  
12:31 P.M.

~~XXXXX~~ Concession No. 1, W.H.S.

DEC 7 1977 in the  
Land  
Registry Office  
at Brampton,  
Ontario:

Municipality Peel

*Nera Porter*  
LAND REGISTRAR

**Deposit**

Newsome and Gilbert, Limited, Toronto

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



PASSED September 12 19 77



# BY-LAW

No. 164-77

A By-law to authorize the execution of an agreement between Daniel Ignat Kaneff Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and the Royal Bank of Canada.