



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

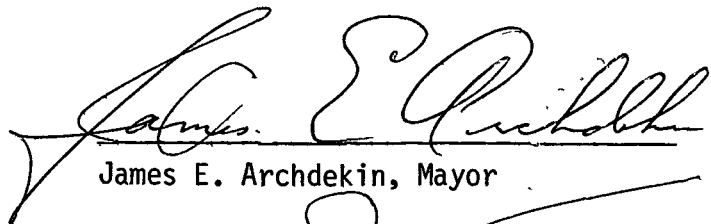
Number 169-78

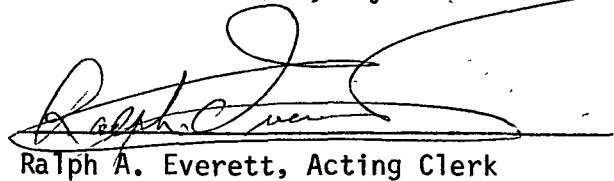
A By-law to authorize the execution of
an Agreement between Foodex Systems Limited
and The Corporation of the City of Brampton.

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 Foodex Systems Limited and The
Corporation of the City of Brampton, attached hereto as
Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 8th day of August, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

169/98
MEMORANDUM OF AGREEMENT made in duplicate this
8th day of August, 1978.

B E T W E E N:

FOODEX SYSTEMS LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

- and -

PEEL-ELDER DEVELOPMENTS LIMITED

hereinafter called the "Mortgagees"

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands described in Schedule "A" attached hereto and the Owner further warrants that the Mortgagees named above are the only mortgagees of the Lands;

AND WHEREAS the Owner wishes to develop the said lands and has agreed to enter into this agreement as a condition of such development;


NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants contained herein, the parties hereto agree each with the other as follows:

1. The lands affected by this agreement are more particularly described in Schedule "A" annexed hereto and are hereinafter referred to as the "Lands".

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2. Notwithstanding anything contained herein, the Lands shall be developed only in accordance with the site plan annexed hereto as Schedule "B" to this agreement, and compliance with the site plan shall not constitute a breach of any of the terms hereof.

SITE
PLAN

3.  SS
&
EGRESS

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "B" 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 all applicable Municipal, Provincial and Federal regulations or building codes, 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 as shown on Schedule "B" 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 City Engineer may approve.

Access

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 (24) 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 therefore by the City Engineer.

6. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused

CONSTRUCTION

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by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.

7.

STORM
DRAINAGE

The final grade of the Lands shall be as shown on Schedule "B", and 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 as shown on Schedule "B".

8.

GRADING,
BUILDING &
LANDSCAPING
PLANS

(a) Detailed grading, building and landscaping plans for the Lands shown on Schedule "B" have been filed with the City by the Owners and have been approved by the City Engineer, Director of Parks and Recreation, and the Building and Zoning Co-ordinator. The Owners shall sod, landscape and fence the Lands as shown on the landscape plan 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 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 HIGHWAY No. 10 and Bartley Bull Parkway adjacent to the Lands, and all landscaping in accordance with the said landscape plan shall be completed as shown on the landscape plan within twelve (12) months following the issuance of a building permit for any building on the Lands shown on Schedule "B" and shall maintain the said landscaping in accordance with good horticultural practice.

(b) The Owner shall at its own expense repair or replace the existing storm sewer crossing the Lands in accordance with the

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plans and specifications approved by the City Engineer and in accordance with all applicable Municipal, Provincial and Federal Codes or regulations within sixty (60) days following the issuance of a building permit for any building on the Lands. And the Owner shall remove and replace the existing sidewalk on HIGHWAY 10 adjacent to the Lands described in Schedule "A".

All flood lighting on the said Lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

GLARE

10.

OTHER APPROVALS

REGIONAL SERVICES

Prior to commencement of any works, the Owner shall have completed arrangements with the Regional Municipality of Peel for sanitary sewer and water connections. The City shall not issue any building permits until provided with confirmation from the Region that the arrangements provided for by this clause have been made.

11.

HYDRO SERVICES

The Owner shall obtain the approval of the Brampton Public Utilities Commission for the electrical service to the Lands. The electrical distribution system shall be underground. The City shall not issue any building permits until provided with confirmation by the Brampton Public Utilities Commission that the conditions provided for by this clause have been satisfied. A letter of the Brampton Public Utilities Commission shall be sufficient evidence of the fulfillment of this clause.

12.

CONSERVATION AUTHORITY APPROVAL

The Owner agrees to prepare a detailed site plan acceptable to the Conservation Authority having jurisdiction in the area. This site plan will show the location of all buildings, structures, existing and final grades, site drainage, vegetation and landscaping and necessary erosion control measures. The City shall not be obligated to issue any building permits until provided with confirmation from the Conservation Authority that this requirement has been complied with.

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FINANCIAL

XES The Owner agrees that all municipal taxes in arrears and current taxes in respect of the Lands 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.

Y Prior to the issuance of a building permit, the Owner shall deposit as a performance guarantee with the City, a sufficient sum in the form of a letter of credit from a chartered bank in the amount of Twenty-five Thousand Dollars (\$25,000.00) which is One Hundred Per Cent (100%) of the cost of all work required by this agreement to be done on lands of the City of Brampton, including all landscaping, sidewalk repair and reconstruction, and fill removal and of all work required by Clauses 8 (b) and 20 (called the "Works" in this clause) of this agreement.

Upon the failure by the Owner to complete a specified part of the Works covered by this agreement and in the time specified in this agreement, the City Treasurer may authorize the use of all or part of the letter of credit to pay the cost of any part of the Works not completed.

The City agrees to reduce the amounts received by letter of credit, by an amount equal to Ninety Per Cent (90%) of the value of the Works completed upon receipt of a statutory declaration that all costs relative to the installation of the completed Works have been paid. The remaining Ten Per Cent (10%) shall be retained by the City until the expiration of a two (2) year maintenance period during which time the Owner shall maintain the Works. Prior to the expiration of the maintenance period the City shall inspect the Works and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The remaining Ten Per Cent (10%) of the letter of credit, shall be released to the Owner upon final acceptance of the Works by the City Engineer.

15. GENERAL
BY-LAWS Notwithstanding any of the provisions of this agreement; the Owner shall be subjected to all the by-laws of the City of Brampton
16. 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.
AGREEMENT BINDING
- The Owner agrees that it shall not erect any pylon type signs on the Lands, except for the pylon sign marked on Schedule "B" the top of which sign shall be no higher than the maximum height of the building shown on Schedule "B", and each face of which shall be no larger than 100 square feet.
PYLON SIGN
18. The Owner shall, to the satisfaction of the Director of Parks and Recreation, remove all fill deposited upon adjoining Lands under the jurisdiction of the City.
FILL REMOVAL
19. The Owner shall convey to the City free and clear of encumbrances that portion of the lands outlined in red on Schedule "B".
CONVEYANCE
20. The Owner shall be permitted only right turn in, right turn out, and left turn in traffic movements with respect to the entrance to the land from Bartley Bull Parkway as shown on the site plan. In order to safely regulate and control such traffic movements, the Owner, at its own expense, shall construct, erect and install in accordance with Drawing No. 01-115-01, dated August 2nd, 1978, prepared by Delew Cather Canada Ltd. a raised concrete median on Bartley Bull Parkway and such other traffic control signs and pavement markings as the City Engineer deems necessary. All the works required to be constructed by this clause shall not extend any further than the westerly end of the bridge on Bartley Bull Parkway and the easterly limit of the travelled portion of Highway No. 10. The Owner acknowledges that an occupancy permit with respect to the lands will not be issued until such time as all of the work shown on the approved plans and specifications has been completed to the

satisfaction of the City Engineer.

21. Any approvals required to be given by the City Engineer
APPROVALS pursuant to this agreement shall be given based on reasonable
engineering standards.

22. The Mortgagees join herein to consent to the terms herein
MORTGAGEES 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.

23. The covenants, agreements, conditions and undertakings
SUCCESSORS herein contained on the part of the Owner shall run with the Lands
AND
ASSIGNS 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 has caused to be affixed its corporate seal attested by the hands of its proper officers duly authorized in its behalf.

FOODEX SYSTEMS LIMITED

Harold Shinn
President
[Signature]
VICE-PRESIDENT, ADMINISTRATION

THE CORPORATION OF THE CITY OF BRAMPTON

James C. Richardson
Mayor
Ralph J. Lewis
acting Clerk

PEEL-ELDER DEVELOPMENTS LIMITED

[Signature]
Authorized signing officer
[Signature]
Authorized signing officer

SCHEDULE "A"

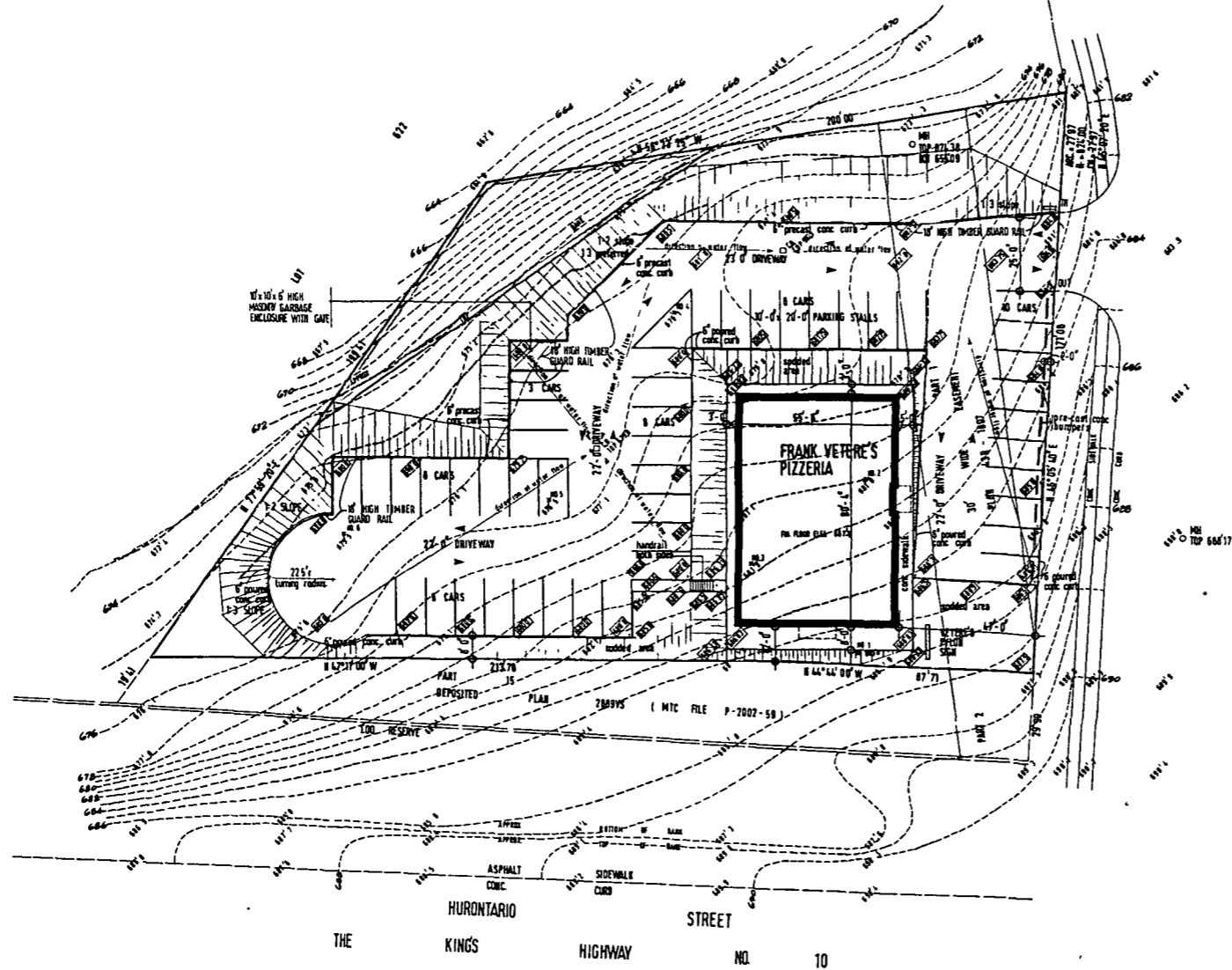
All and singular that certain parcel or tract of land and premises situate lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of the whole of Lot 621, according to a Plan registered in the Land Registry Office for the Land Registry Division of Peel (No. 43), as Number 695;

Save and except for that part of said Lot 621 expropriated by the Ministry of Transportation and Communications of the Province of Ontario by Ministry Plan of Expropriation No. P-2002-59, registered in said Land Registry Office as No. 2889 VS, and being designated as PART 15 on said Expropriation Plan No. P-2002-59.

Subject to an Easement in favour of The corporation of the City of Brampton over that part of said Lot 621 designated as PART 1 on a Plan of Survey of Record filed in said Land Registry Office as Number 43R-1807, for the purposes as set out in Instrument No. 454955.

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SCHEDULE "B"



BARTLEY BULL PARKWAY

THE KINGS HIGHWAY NO. 10

NOTE CONTRACTOR TO PLACE & MAKE GOOD SODDING BETWEEN PROPERTY LINE AND CURB AT EACH SIDE OF RYM NO 10 AND SIDEWALK AT BARTLEY BULL PKWY
 PARKING AREAS SHALL CONSIST OF
 ASPHALT TOPPING
 ASPHALT BASE COURSE
 GRAVEL COMPACTED TO 100% STANDARD PROCTOR DENSITY
 1/2" CRUSH COMPACTED TO 100% STANDARD PROCTOR DENSITY

PROJECT DATA
 FRANK VETERE'S PIZZERIA 4458 S.F.
 PARKING PROVIDED 65 CARS

NOTE SURVEY INFORMATION OBTAINED FROM PLAN OF TOPOGRAPHICAL SURVEY OF PART OF LOT 621 RP 695 CITY OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL, PREPARED BY R J HAYNES P.E. O.S. DATED SEPT 20 1977 SUPPLIED BY FOODEX SYSTEMS LTD

EXISTING ELEVATION
 PROPOSED ELEVATION
 BORE HOLE
 EXISTING CONTOUR

NOTE SITE FILL AND COMPACTION TO CONFORM TO ONTARIO REGULATION NO. 735/73

CONSULTANT

SIGMUND D. F. RESZETNIK ARCHITECT

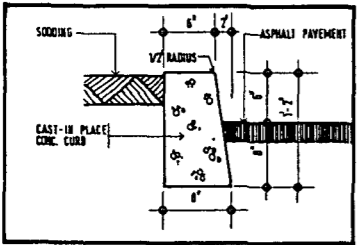


ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON THE JOB BY THE GENERAL CONTRACTOR.
 ANY DISCREPANCIES AND/OR ERRORS TO BE REPORTED IN WRITING TO THE ARCHITECT BEFORE COMMENCING ANY WORK.
 ALL DRAWINGS REMAIN THE PROPERTY OF THE ARCHITECT
 UNLESS OTHERWISE STATED, PROJECT NORTH IS CONSIDERED TO BE AT THE TOP OF THE SHEET

PROJECT
 FRANK VETERE'S PIZZERIA
 HIGHWAY NO. 10 & BARTLEY BULL PKWY
 BRAMPTON, ONT

DRAWING
 SITE PLAN

	DRAWN BY P.L.	PROJECT NO. 7713
	CHECKED BY	DATE NOV. 1977
SCALE 1/4" = 1'-0"	DRAWING NO. PR-04	



CONCRETE CURB DETAIL
 SCALE 1/2" = 1'-0"

JOHN G. MITRAS
City Solicitor
CITY OF BRAMPTON
24 QUEEN ST. E.
BRAMPTON, ONT. L6V 1A4

DATED: 8 Aug 1978

FOODEX SYSTEMS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

PEEL-ELDER DEVELOPMENTS
LIMITED

No. 490743
Registry Division of Peel (No. 43).
I CERTIFY that this instrument is registered as of
1978 SEP 26 PM 12 39
In The Land
Registry Office
at Brampton,
Ontario.
John Forster
LAND REGISTRAR

PASSED August 8th 19 78



BY-LAW

No. 169-78

Being a By-law to authorize the execution
of an Agreement between Foodex Systems
Limited and The Corporation of the City
of Brampton.