



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 172-79

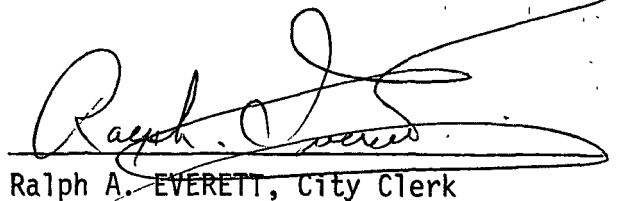
A By-law to authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Massachusetts Mutual, Royal Bank of Canada and Canadian Imperial Bank of Commerce.

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 Bramalea Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Massachusetts Mutual, Royal Bank of Canada and Canadian Imperial Bank of Commerce, in the form attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 19th day of July, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

PASSED July 19, 19 79



BY-LAW

No. 172-79

A By-law to authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Massachusetts Mutual, Royal Bank of Canada and Canadian Imperial Bank of Commerce.

Holiday Inn Site

MEMORANDUM OF AGREEMENT made in duplicate this
19th day of July, 1979.

B E T W E E N :

BRAMALEA 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

MASSACHUSETTS MUTUAL, ROYAL BANK OF
CANADA, and CANADIAN IMPERIAL BANK
OF COMMERCE

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands described as Part of Lot 5, Concession 4, East of Hurontario Street in the City of Brampton and more particularly described as the lands bounded by Highway Number 7 on the north, Dixie Road on the west, Team Canada Drive on the east, and Clark Boulevard on the south;

AND WHEREAS the Owner further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner has submitted a concept plan for the development of the undeveloped portion of the said lands and a specific proposal for the construction of a hotel to be operated as a Holiday Inn, and the City is of the opinion that such development 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 permit the development of the said lands, the parties hereto agree each with the other as follows:

1. The lands located fronting on Highway Number 7 and more particularly described in Schedule 'B' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'A' to this agreement.

Site
Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule 'A' 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 sound engineering practice to the satisfaction of the Commissioner of Public Works for the City 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 in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

Ingress
& Egress

3. The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works for the City may approve.

Access

4.

Clean
Site

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 Commissioner of Public Works for the City may give the Owners twenty-four (24) hours notice to remove and clean up any earth, mud and other material from such pavement and sidewalks and, in default the Commissioner of Public Works for the City 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 Commissioner of Public Works for the City.

5.

Construc-
tion

The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.

6.

Storm
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the City 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 City Commissioner of Public Works and the Commissioner of Buildings and By-law Enforcement. If required by the City Commissioner of Public Works, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Commissioner of Public Works 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 Commissioner of Public Works.

7.

Detailed grading, building and landscaping

Grading,
Building
& Land-
scaping
Plans

Plans for the lands shown on Schedule 'A' will be filed by the Owners and be subject to the approval of the City Commissioner of Public Works, the City Commissioner of Parks and Recreation, and the City Commissioner of Buildings and By-law Enforcement prior to the issuance of a building permit. The Owners shall sod, landscape and fence 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 Commissioner of Public Works 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 the highways adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the City Commissioner of Parks and Recreation prior to the issuance of an occupancy permit for any building on the lands shown on Schedule 'A' and shall maintain the said landscaping in accordance with good horticultural practice.

8.

All floodlighting on the lands shall be

Glare

designed and oriented so as to minimize glare on the adjacent roadways and other properties.

13.

Admini-
strative
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 equal to four per cent (4%) of the total cost of the works required to be performed on public property by this agreement 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.

GENERAL

14.

By-laws

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

15.

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.

16. Sidewalk System

The Owner shall, prior to occupancy of the hotel, construct to the satisfaction of the City and in a location and in accordance with plans and specifications approved by the Commissioner of Public Works, part of a sidewalk system along the north side of the internal ring road within the City Centre. The location of this part of the sidewalk system shall be shown on the landscape plans required to be approved pursuant to this agreement.

17. Future Development

The Owner agrees that any future expansion of the hotel including additional rooms, parking structures and any other additional facilities, shall only require a site plan approval from the City and not a further development agreement.

18. Highway No. 7 Allowance

In the event either the City or the Owner can obtain the consent of the Ministry of Transportation and Communications thereto, the Owner shall sod the unused portion of Highway No. 7 road allowance in a location satisfactory to the Commissioner of Parks and Recreation and this sodding work shall be indicated on the landscape plan required to be approved pursuant to this agreement.

19. Successors & Assigns

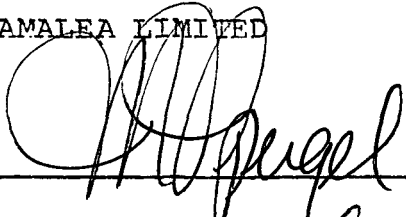
The covenants, agreements, conditions and undertakings herein contained on the part of the Owners shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

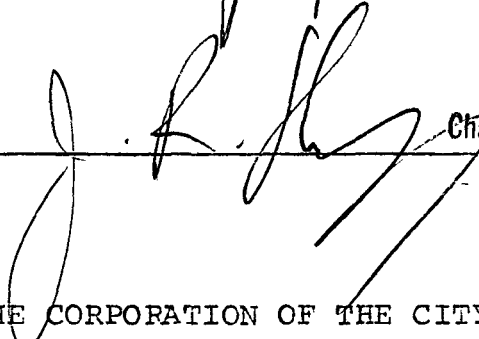
20. Mortgagees

The Mortgagees join herein to consent to the terms herein 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. Each Mortgagee's liabilities, responsibilities and obligations under this Agreement shall cease immediately upon the Mortgagee's release of the land described in Schedule 'B' from its mortgage lien.


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

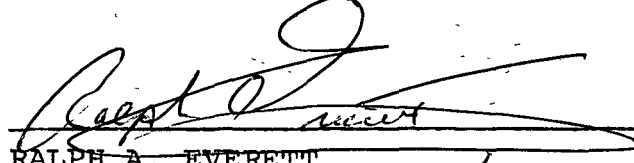
BRAMALEA LIMITED


Sr. Vice-President
TITLE


Chairman
TITLE


THE CORPORATION OF THE CITY OF BRAMPTON

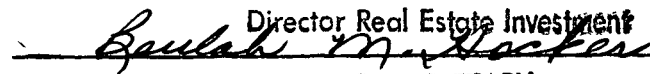

JAMES E. ARCHDEKIN
MAYOR


RALPH A. EVERETT
CLERK
July 29th / 81

AUTHORIZATION BY-LAW
NUMBER 172-79
PASSED BY CITY
COUNCIL ON THE 19th
DAY OF JULY 1979

MASSACHUSETTS MUTUAL LIFE INS. CO.


TITLE


Director Real Estate Investment
ASSISTANT SECRETARY
TITLE

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Novarre Bellinger
of the Borough of Scarborough
in the Municipality of Metropolitan Toronto
Make Oath and Say:

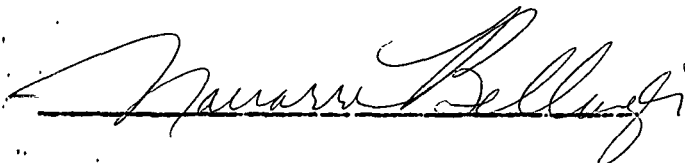
I am a subscribing witness to the attached instrument and I was present and saw it executed at Toronto by Karl L. Fortney and P. Neil Bedard as attorneys for The Royal Bank of Canada

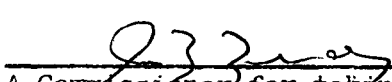
I verily believe that the persons whose signature I witnessed were authorized to execute the instrument as attorneys for the Royal Bank of Canada.

I know the said persons and they are, and at the time of the execution of the instrument they were, a Regional Manager and a Manager, Commercial Lending, 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 15th day of August
1979.




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.

IN WITNESS WHEREOF THE ROYAL BANK OF CANADA has caused these presents to be signed by duly authorized Attorneys in that behalf this 15th day of August, 1979

WITNESS:

Yvonne Bellamy

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



THE ROYAL BANK OF CANADA .
by its Attorneys

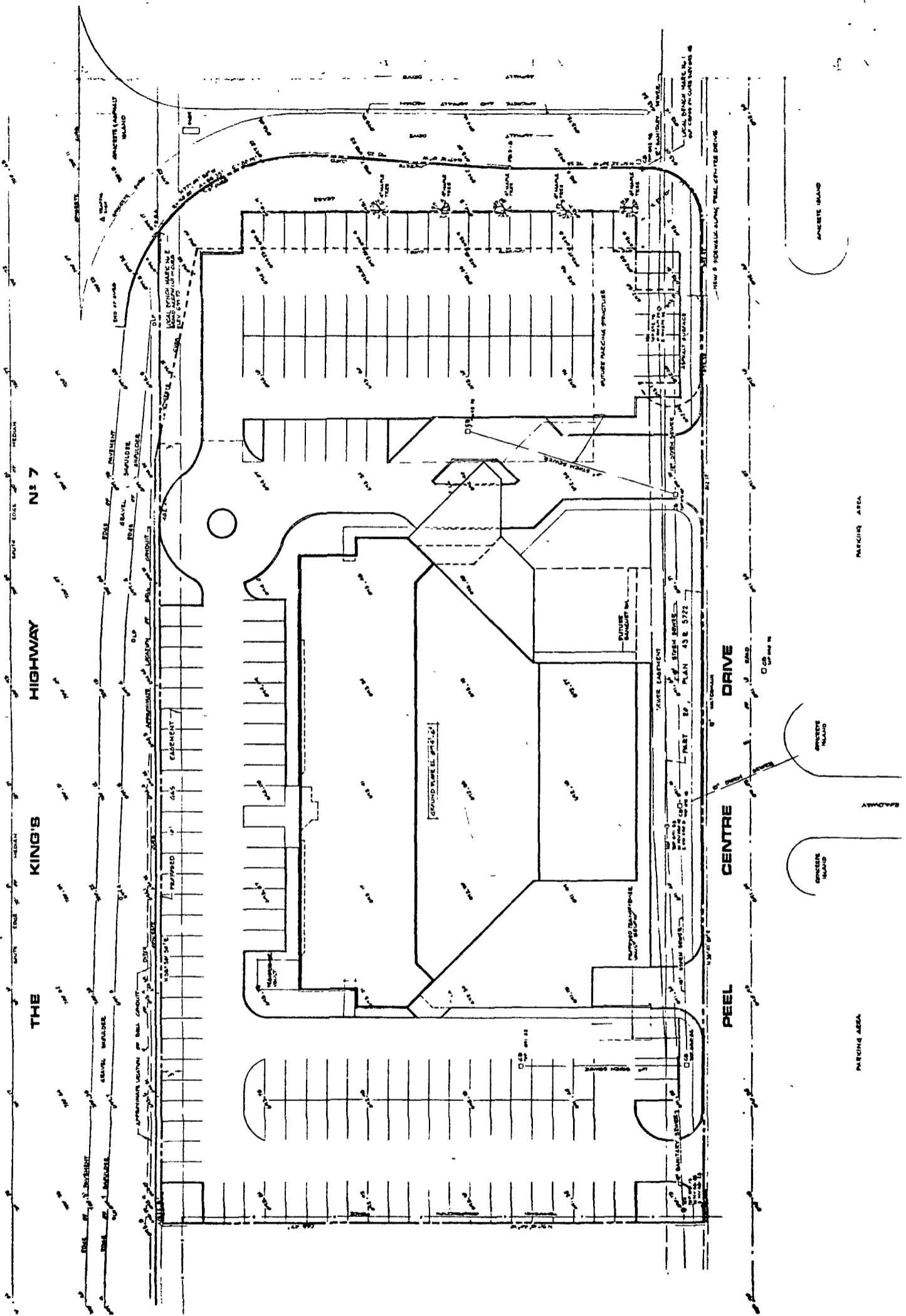
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CANADIAN IMPERIAL BANK OF COMMERCE

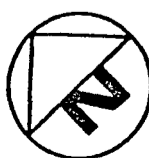
[Signature]

ASST SECRETARY



SITE PLAN

SCHEDULE **A**
 DEVELOPMENT AGREEMENT



1:720

CITY OF BRAMPTON
 Planning and Development

Date: JULY 6, 1979. Drawn by: C.K.
 File no. C4E5.2 Map no. 63-15B

SCHEDULE 'B'

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel and tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of that Part of Lot 5, Concession 4, East of Hurontario Street, designated as Part 2 on Plan 43R-5722, save and except Part 6 of a Reference Plan 43R-7007, plus Parts 2 and 5, Reference Plan 43R-7007.

DATED: July 19, 1979

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

MASSACHUSETTS MUTUAL LIFE
INS. CO., ROYAL BANK OF
CANADA and CANADIAN IMPERIAL
BANK OF COMMERCE

A G R E E M E N T

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9