



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

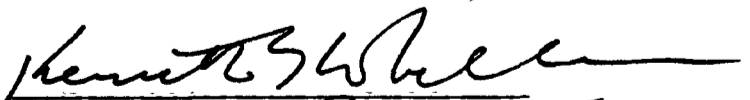
Number 175-83

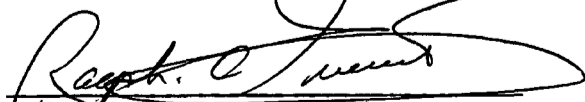
To authorize the execution of a lease and the acquisition of certain lands (Mains Creek Diversion)

The Council of The Corporation of the City of Brampton
ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute a lease in a form satisfactory to the City Solicitor between the Credit Valley Conservation Authority and The Corporation of the City of Brampton for the lands known as the Mains Creek Diversion Lands, comprising parts of Lots 8 and 9, Concession 1, West of Hurontario Street and part of the East half of Lot 8, Concession 2, West of Hurontario Street, all in the City of Brampton.
2. The purchase of the land consisting of part of Lot 9, Concession 1, West of Hurontario Street in the City of Brampton, more particularly described as parts 3 and 5 on Reference Plan 43R-10110 from the Credit Valley Conservation Authority for the transfer price of \$2.00 is hereby authorized.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council the 20th day of June , 1983.


Kenneth G. Whillans, Mayor


Ralph A. Everett, Clerk

APPROVED TO FORM LAW DEPT. BRAMPTON
WCC
DATE 12/7/83

DATED at Meadowvale this 24th day of June , 1983

B E T W E E N :

CREDIT VALLEY CONSERVATION AUTHORITY
(hereinafter called "C.V.C.A.")

The Lessor of the FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter called "the City")

The Lessee of the SECOND PART

WHEREAS C.V.C.A. is a registered owner of lands and premises described in Schedule "A" attached hereto;

AND WHEREAS the City is desirous of leasing the said lands and premises;

AND WHEREAS for the purpose of accomplishing the objects of C.V.C.A., the Executive Committee of C.V.C.A. has resolved to lease the said lands and premises to the City;

AND WHEREAS the approval of the Lieutenant Governor in Council to lease the said lands and premises to the City has been obtained as evidenced by Order-in-Council Number O.C.918/83;

NOW THEREFORE this Indenture witnesseth that in consideration of the mutual covenants herein contained and other good and valuable consideration the parties hereto agree one with the other as follows:

1. That C.V.C.A. hereby leases to the City the lands and premises as described in Schedule "A" attached hereto for a term of twenty (20) years which term shall commence from the date approval is obtained from the Lieutenant Governor in Council.
2. That at the expiration of the term, this agreement shall be deemed to be renewed for a series of five (5) year terms unless the C.V.C.A. has given to the City notice in writing of its intention to terminate this agreement one (1) year prior to the expiration of the original term or any renewal term.
3. That the City shall during the term of this lease pay to C.V.C.A. a rent of \$1.00 per year.
4. That the City shall be responsible for all taxes, rates, duties and assessments whether Municipal, Parliamentary or otherwise now or hereafter charged upon the leased lands and premises or upon buildings thereon or on the machinery or chattels therein or upon C.V.C.A. on account thereof, including Municipal taxes for local improvements.

5. That the City shall at its expense, during the term of this lease, well and sufficiently maintain the leased lands which maintenance includes grass cutting, weed control, tree planting and care and removal of litter and debris.

6. PROVIDED, that if C.V.C.A. is of the opinion that the City is not properly maintaining such lands and premises C.V.C.A. may, upon one (1) week's written notice to the City, enter upon the said lands and premises for the purpose of maintaining them and any costs incurred by C.V.C.A. by reason of so doing shall be paid to C.V.C.A. by the City forthwith on the demand thereof.

7. The C.V.C.A. shall be responsible for diversion channel flood control, erosion control and bank stabilization, and the City shall not interfere with the carrying out of such works as are deemed necessary by the C.V.C.A. The cost of the works referred to in this paragraph shall be borne by the C.V.C.A.

8. That the City shall use the leased lands and premises for conservation purposes only with the necessary administration and supervisory accommodation in connection therewith and for no other purpose except with the approval in writing of C.V.C.A. first had and obtained. The parties hereby agree that the City shall be permitted to install and maintain a walkway on the lands providing prior approval of the location and type of construction is first had and obtained in writing from C.V.C.A.

9. That the City agrees that no permanent building shall be erected on the lands and premises without the consent in writing of C.V.C.A. first had and obtained, which consent, if given, shall be required for both the location and the type of any such building.

10. That the City shall not place nor dump fill of any kind on the leased lands and premises, nor shall it change, divert nor interfere in any way with any existing channel of a river, creek, stream or watercourse without the consent and approval of the C.V.C.A. first had and obtained.

11. That the City shall not have the right to assign nor sublease the lands and premises covered by this lease without the prior written approval of the C.V.C.A. first had and obtained.

12. That the City covenants and agrees to indemnify and save harmless C.V.C.A. of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by, or imposed upon C.V.C.A. or its property,

either directly or indirectly, in respect of any matter or thing in consequence of or in connection with or rising out of the City's use, occupancy or maintenance of the lands herein described or any structure thereon or out of any operation connected therewith or in respect of any accident, damage or injury to any person, animal or thing by, from, or on account of the same, and notwithstanding the fact that the same may have been approved by C.V.C.A., its servants or agents. It being the understanding of the parties hereto that the intention of this paragraph is to indemnify fully C.V.C.A. from all liability with respect to the said lands and premises.

13. That the City agrees that it shall not without the approval of C.V.C.A. first had and obtained erect any signs on the said lands and premises. It being agreed that upon any such sign shall be displayed the name of C.V.C.A. in such a manner and size as is dictated by C.V.C.A. from time to time.

14. (a) If any dispute, difference or question shall arise between the parties or any of their legal representatives touching this lease agreement or the construction, meaning or effect of this lease agreement or anything herein contained, or the rights or liabilities of the parties or their legal representatives under this lease agreement or otherwise in relation to this lease agreement, then every such dispute, difference or disagreement shall be referred to a single arbitrator, if the parties hereto agree upon one, but should the parties or their legal representatives be unable to agree upon the identity of such single arbitrator, then such dispute, difference or disagreement shall be referred to a single arbitrator to be appointed by the Chief Justice of the Supreme Court of Ontario, which arbitrator shall conduct the arbitration pursuant to the Arbitrations Act (R.S.O. 1980, chapter 25 and amendments thereto), and every award or determination thereof shall be final and binding on the parties hereto, their successors and assigns and there shall be no appeal therefrom.

(b) In any such dispute, difference or question, the arbitrator appointed hereunder shall be allowed unfettered and unlimited discretion to determine in each and every case the solution which best balances the competing interests of the parties to the arbitration and the arbitrator shall not be bound by any legal precedent in such determination.

PROVISO for re-entry by the said C.V.C.A. for non-payment of rent or non-performance of covenants.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals attested by the hands of their proper signing officers duly authorized in accordance with their own respective procedure in that behalf.

CREDIT VALLEY CONSERVATION AUTHORITY

Per: H. H. Stewart
Chairman
[Signature]
General Manager

THE CORPORATION OF THE CITY OF BRAMPTON

Per: Mario Anecchini
~~MAYOR~~ Mario Anecchini, Acting Mayor
[Signature] JUN 24 1983
City Clerk - Ralph A. Everett

AUTHORIZATION BY-LAW
NUMBER 175-83
PASSED BY CITY
COUNCIL ON THE 20th
DAY OF June 1983

SCHEDULE A

FIRSTLY: The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel), being composed of the part of Lot 9, Concession 1, West of Hurontario Street more particularly described as Parts 2 and 4 on a reference plan deposited in the Land Registry Office for the Land Registry Division of Peel (No. 43) as number 43R-10110;

SECONDLY: The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel), being composed of the part of Lot 8, Concession 1, West of Hurontario Street more particularly described as Part 2 on a reference plan deposited in the Land Registry Office for the Land Registry Division of Peel (No. 43) as number 43R-1005;

THIRDLY: The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and Province of Ontario, being composed of part of the East half of Lot 8, Concession 2, West of Hurontario Street, in the said City of Brampton, containing by admeasurement 1.32 acres, more or less, and described as follows:

PREMISING that the northeasterly limit of the East half of said Lot 8 being also the southwesterly limit of the road allowance between Concessions 1 and 2, West of Hurontario Street, has an assumed astronomic bearing of North 44 degrees 35 minutes 50 seconds West and relating all bearings herein thereto;

COMMENCING at a standard iron bar found marking the most northerly angle of the East half of said Lot 8;

THENCE South 44 degrees 35 minutes 50 seconds East along the northeasterly limit of the East half of said Lot 8 a distance of 300.00 feet, to an iron bar planted;

(Schedule A cont'd)

THENCE South 45 degrees 24 minutes 10 seconds West along a line drawn perpendicular to the last said limit a distance of 200.00 feet, to a standard iron bar planted;

THENCE North 44 degrees 35 minutes 50 seconds West along a line drawn parallel to the said northeasterly limit of the East half of said Lot 8 a distance of 277.34 feet, more or less, to an iron bar planted in the line of a post and wire fence marking the existing northwesterly limit of the East half of said Lot 8;

THENCE North 38 degrees 56 minutes 20 seconds East along the last said limit a distance of 201.28 feet, more or less, to the point of commencement.



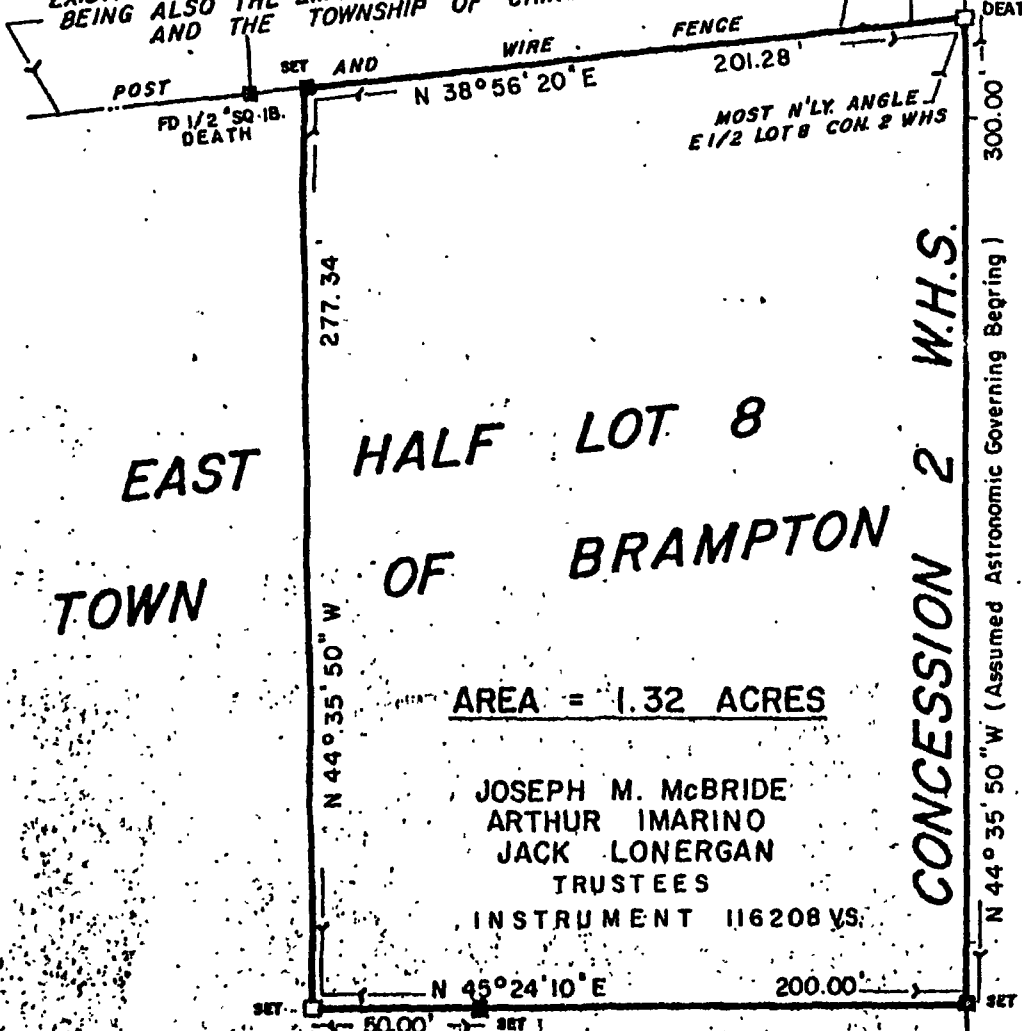
BY-LAW

No. 175-83

To authorize the execution
of a lease and the acquisition
of certain lands (Mains Creek
Diversion)

EAST HALF LOT 9
TOWNSHIP OF CHINGUACOUSY

EXISTING LIMIT BETWEEN THE EAST HALVES OF LOTS 8 AND 9
BEING ALSO THE LIMIT BETWEEN THE TOWN OF BRAMPTON
AND THE TOWNSHIP OF CHINGUACOUSY



AREA = 1.32 ACRES

JOSEPH M. McBRIDE
ARTHUR IMARINO
JACK LONERGAN
TRUSTEES
INSTRUMENT 116208 VS.

CONCESSION 2 W.H.S.

ROAD ALLOWANCE BETWEEN CONCESSIONS 1 AND 2 W.H.S.

CONCESSION 1 W.H.S.

PLAN OF SURVEY SHOWING PART OF
THE EAST HALF OF LOT 8
CONCESSION 2 W.H.S.
THE TOWN OF BRAMPTON
COUNTY OF PEEL

SCALE 1" = 60'

NOTES

- 1) DENOTES STANDARD IRON BARS (1" Sq. x 4' Long)
- 2) DENOTES 5/8" SQUARE IRON BARS.
- 3) W.H.S. DENOTES WEST OF HURONTARIO STREET.
- 4) BEARINGS SHOWN HEREON ARE ASSUMED ASTRONOMIC

MADE FOR

THE CREDIT VALLEY CONSERVATION AUTHORITY
MEADOWVALE, ONTARIO.

Mc LEAN, Mc MURCHY & BIASON
ONTARIO LAND SURVEYORS
PO BOX 310
BRAMPTON, ONTARIO.
PHONE 451-0460

I HEREBY CERTIFY THAT
THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE
REGULATIONS MADE THEREUNDER.

THIS SURVEY WAS COMPLETED ON THE 5th. DAY OF
DECEMBER 1972

JANUARY 10, 1973.

ERNEST BIASON
ONTARIO LAND SURVEYOR