



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 182-84

To authorize the execution of a lease with Her Majesty the Queen in right of Ontario as represented by the Ministry of Government Services (golf course lands)

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

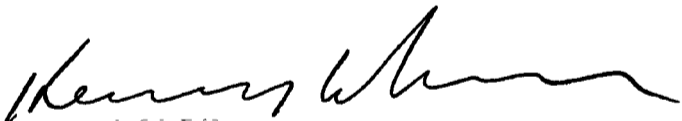
1. The Mayor and Clerk are hereby authorized to execute a lease dated the 1st day of May, 1984 between Her Majesty the Queen in right of Ontario as represented by the Ministry of Government Services and The Corporation of the City of Brampton respecting the lease of the golf course lands comprising part of Lot 15, Concession 1, East of Hurontario Street (formerly in the Township of Toronto).

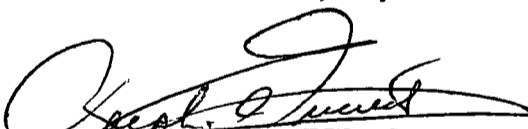
READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL
THIS 13TH DAY OF AUGUST, 1984.

APPROVED
AS TO FORM
LAW DEPT
BRAMPTON

WCE

DATE 10/17/84


Kenneth G. Whillans, Mayor


Ralph A. Everett, Clerk



BY-LAW

No. 182-84

To authorize the execution
of a lease with Her Majesty
the Queen in right of Ontario
as represented by the Ministry
of Government Services
(golf course lands)

THIS LEASE made in triplicate as of the 1st day of May,
One Thousand Nine Hundred and Eighty-Four.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

HER MAJESTY THE QUEEN in right
of Ontario as represented by
the Ministry of Government Services

herein called the "landlord"

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF BRAMPTON
150 Central Park Drive
Brampton, Ontario
L6T 2T9

herein called the "tenant"

OF THE SECOND PART

WHEREAS the Corporation of the City of Brampton is desirous of obtaining
a long term lease to develop the subject lands for public and community
use.

AND WHEREAS the Province of Ontario is desirous of assisting its
Municipality in furthering its objective to provide for public
recreational and community use of Provincially owned lands.

PREMISES

WITNESSES that in consideration of the rents reserved and the covenants
and agreements herein contained to be paid, observed and performed by the
tenant, the landlord hereby leases to the tenant the lands, herein called
the "premises", more particularly described as Part of Lot 15, Concession
1, E.H.S., in the City of Brampton, in the Regional Municipality of Peel
and shown on Schedule "A" attached hereto.

TERM

TO HAVE AND TO HOLD the premises for and during the term, herein called
the "term", of twenty (20) years commencing on the 1st day of May, 1984
and ending on the 30th day of April, 2004, with the right of a further 20
year renewal under the same terms and conditions.

RENT

YIELDING AND PAYING therefore during the term to the landlord the sum of
\$1.00 of lawful money of Canada payable in advance to the landlord in
care of the Cashier, Finance Branch, Ministry of Government Services, 77
Wellesley Street West, Toronto, Ontario, M7A 1P8, receipt of which is
acknowledged.

TENANT'S COVENANTS

The tenant covenants with the landlord as follows:

1. To pay rent in accordance with the terms of this lease.
2. To keep the premises clear of noxious weeds in accordance with the Weed Control Act, RSO 1980, c. 530 and amendments thereto.
3. To maintain all existing fences on the premises in a good state of repair and shall erect and maintain in a good state of repair new fencing as required to implement the Concept Plan.
4. Not to assign this lease or sublet the premises, without the prior written consent of the landlord which consent may be arbitrarily withheld. In the event that the landlord refuses her consent to an assignment or subletting, she will accept a surrender of the lease to take effect within three (3) months from the date of notice of refusal.
5. To keep the premises reasonably clean and clear of rubbish, garbage, debris and other objectionable material.
6. To comply with all provisions of law including, without limitation, all federal and provincial legislative enactments, municipal zoning and building by-laws and any other federal, provincial or municipal regulations which relate to the premises or to the use or occupation thereof or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the premises or any part thereof. The parties acknowledge and agree that no application to re-zone the subject lands will be made without the mutual consent of the parties beyond the initial rezoning required to implement the Parkway Belt West Plan.
7. Not to erect any buildings or structures on the premises without the prior written consent of the landlord which consent will not be unreasonably withheld except that the landlord hereby consents to the installation of any facility as approved under the Concept Plan and except as hereinafter specifically excluded.
8. Not to use or permit the premises or any part thereof to be used for any dangerous, noxious or offensive trade or business, or cause or permit any nuisance to be caused on the premises.
9. The use of the premises shall be restricted to public recreational uses allowed by the Parkway Belt West Plan as amended or changed from time to time only and no other use shall be made of the premises except with the prior written approval of the landlord.
10. To safeguard and protect all natural resources on the premises including, without limitation, all topsoil, stone, gravel, and minerals, and not to remove or permit the removal of such natural resources from the premises without the prior written consent of the landlord except where such removal is required in order to carry out works under the approved Concept Plan.
11. To permit the landlord to enter upon the premises at any reasonable time and from time to time for the purpose of inspecting the premises and the tenant shall not be entitled to compensation for any inconvenience or nuisance occasioned thereby; PROVIDED that the landlord shall proceed in such manner as to minimize interference with the tenant's use and enjoyment of the premises.

12. To permit the landlord, her servants, agents or employees to enter upon the premises at any reasonable time for purposes of inspection, investigation, testing, surveying or other activity related to the improvement or development of the premises, including removal and sale of topsoil, stone, gravel, oil, gas and minerals. Provided that the landlord shall compensate the tenant for any damage to his property and that the landlord shall proceed in such manner as to minimize interference with the tenant's use and enjoyment of the premises.

13. Not to suffer or permit during the term hereof any mechanics' liens or other liens for work, labour, services or materials ordered by him or for the cost of which he may be in any way obligated to attached to the premises or to the buildings, structures, and equipment and that whenever and so often as any such liens shall attach or claims therefore shall be filed, the tenant shall within thirty (30) days after the tenant has notice of the claim or lien procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law; and the tenant further covenants that whenever and so often as a certificate of action is registered relating to any of the liens referred to in the preceding sentence, the tenants shall within thirty (30) days after the tenant has notice of the registration of such certificate of action have the same vacated.

14. (a) To indemnify and save harmless the landlord against and from any and all claims including, without limitation, all claims for personal injury, property damage or nuisance arising from the conduct of any work or by or through any act or omission of the tenant or any assignee, sub-tenant, agent, contractor, servant, employee, invitee, users, licensee or concessionaire of the tenant, and against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and

(b) The tenant shall insure at his own expense his public liability as an occupier of the premises and provide and keep such insurance in force during the term or any renewal thereof for the benefit of both the landlord and the tenant and furnish to the landlord upon execution of this lease a copy of such insurance policy or other satisfactory proof of insurance or any renewal thereof, such policy shall name the landlord as an additional insured and the policy shall include a cross liability clause endorsement and shall be in amount of not less than \$5,000,000.00 except where the landlord deems the risk to be greater and in that event such greater amount as the parties hereto shall agree in writing.

15. To pay all taxes levied against the premises. The parties agree that no grant in lieu under the Municipal Tax Assistance Act will be payable in respect of these premises.

16. To be responsible for all maintenance on the property.

LANDLORD'S COVENANTS

The landlord covenants with the tenant as follows:

1. For quiet enjoyment.

PROVISOS

Provided always and it is hereby agreed between the parties as follows:

1. All personal property of any kind or description whatsoever on the premises shall be at the tenant's sole risk and the landlord shall not be liable for any claims resulting from damage to or loss of such property, but the tenant may insure such property for his own benefit. The landlord shall not be liable nor responsible in any way for any loss or damage or injury to any other persons including users of the recreational facility while such property is on the premises save and except for any damage arising from the negligence or act or omission of the landlord or any person to whom he is in law responsible however, the tenant may insure such property for its own benefit.

2. If and whenever the rent hereby reserved or any part thereof shall not be paid on the day appointed for payment thereof, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants, agreements, provisos, conditions, or rules and regulations on the part of the tenant to be kept, observed or performed, or in case the premises shall be vacant or remain unoccupied for fifteen (15) days or in case the term shall be taken in execution or attachment for any cause whatever, then and in every such case, it shall be lawful for the landlord thereafter to enter into and upon the premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything in this lease contained to the contrary notwithstanding; PROVIDED that the landlord shall not at any time have the right to re-enter and forfeit this lease by reason of the tenant's default in the payment of the rent reserved by this lease, unless and until the landlord shall have given the tenant notice of such default and allows the tenant at least fifteen (15) business days to cure such default.

3. No condoning, excusing, or overlooking by the landlord or tenant of any default, breach or non-observance by the tenant or the landlord at any time in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the landlord's or tenant's rights hereunder in respect of any such continuing or subsequent default or breach, or so as to defeat or affect in any way the rights of the landlord or the tenant herein in respect of any continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the landlord or the tenant save only express waiver in writing. All right and remedies of the landlord in this lease contained shall be cumulative and not alternative.

4. The parties acknowledge and agree that the tenant shall, upon its finalization of the Concept Plan, present same to the landlord for its approval. Upon such approval, the tenant shall be entitled to install any facility in accordance with the Concept Plan without seeking the prior approval of the landlord, except that the tenant shall consult with the landlord with respect to the siting of any additional installation not part of the Concept Plan. The tenant shall construct all or at least some facilities approved in the Concept Plan within a reasonable time frame mutually agreed to by the parties so that the Parkway Belt objectives are implemented as soon as possible.

5. The landlord shall have the right to, without limitation, grant easement, and rights of way over the premises or parts thereof, for any purpose whatsoever and such right shall include the right to extend the limits of the rights of way herein reserved by the landlord, for various transportation, communication and utility corridors. The landlord further reserves unto itself, its grantees and assignees an unrestricted easement over the premises for access to service the said transportation and utility rights of way, and unless mutually agreed upon such installation will only take place between November 1st and March 31st of the following year, and the lands shall be restored to the same conditions they were in prior to the construction, provided that the tenant shall not be entitled to receive any damages for any inconvenience, nuisance, loss of business or damage to the golf course occasioned thereby.

6. The parties acknowledge and agree that the tenant may enter into agreements with licensees and concessionaires for the provision of recreational facilities and/or ancillary services without the prior approval of the landlord of the terms and conditions with the said licensees or concessionaires.

7. The parties acknowledge and agree that the landlord shall not be liable for any costs or expenses incurred in the development and maintenance of this facility and shall not be constituted in any way partners or co-venturers and that the landlord shall not be liable for any deficit incurred in the operation of this facility.

8. The tenant agrees that it shall post appropriate signs in recognition of the landlord's assistance in the development of this facility which reads as follows:

"This facility is provided with the assistance of the Province of Ontario" under the Parkway Belt Plan

or words to that effect.

9. Any notice required or contemplated by any provision of this lease shall be given, in writing, enclosed in a sealed envelope addressed in the case of notice to the landlord, in care of the Director, Realty Services Branch, Ministry of Government Services, 77 Wellesley Street West, Toronto, Ontario, M7A 1N3, and in the case of notice to the tenant to him at the address shown on page one of this lease and mailed registered and postage prepaid. The time of giving of such notice shall be conclusively deemed to be the third business day after the day of such mailing. Such notice shall also be sufficiently given if and when the same shall be delivered, in the case of notice to the tenant, to an adult resident at the address shown on page one of this lease. If such notice is delivered to an adult resident at such address it is deemed to have been given to and received by the tenant at the time of such delivery.

10. There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease save as expressly set out in the lease and that this lease constitutes the entire agreement between the landlord and the tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the landlord and the tenant.

11. The tenant will not register this lease in this form in the Registry Office of the Land Titles Office. If the tenant desires to make a registration for the purpose only of giving notice of this lease, then the parties hereto shall contemporaneously with the execution of this lease execute a form of notice of lease sufficient to permit registration under the Registry Act or the Land Titles Act.

12. All of the provisions of the lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this lease be illegal or not enforceable by law, it or they shall be considered separate and severable from the lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

13. The words "herein", "hereof", "hereby", "hereunder", "hereto", "hereinafter", and similar expressions refer to this lease and not to any particular paragraph, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

14. This lease and everything herein contained shall operate to the benefit of and be binding upon the respective successors, assigns and other legal representatives as the case may be of each of the parties hereto subject to the granting of consent by the landlord as provided herein, to any assignment or sublease and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

15. This lease shall not be binding upon the landlord until it has been executed by or on behalf of the Minister of Government Services.

IN WITNESS WHEREOF the parties hereto have executed this lease.

SIGNED, SEALED
AND DELIVERED
in the presence of

HER MAJESTY THE QUEEN in right
of Ontario as represented by:

WITNESS

for: MINISTER OF GOVERNMENT SERVICES

WITNESS

MAYOR
For: THE CORPORATION OF THE CITY OF
BRAMPTON

WITNESS

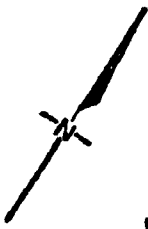
CLERK
For: THE CORPORATION OF THE CITY OF
BRAMPTON

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
wcc
DATE h/h/84

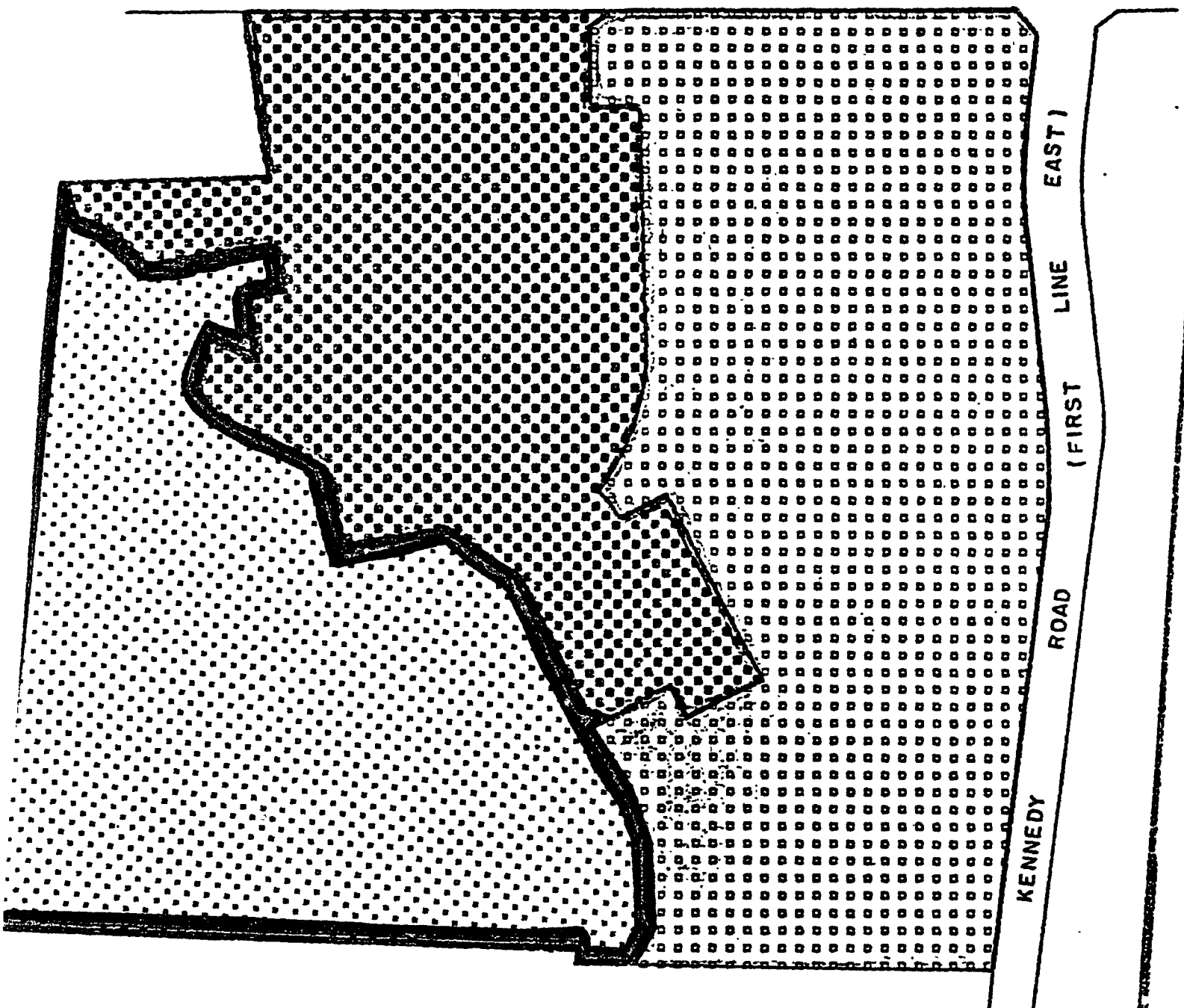
1171M




SCHEDULE "A"

PARKWAY BELT WEST FILE: M670-25
PART OF LOT 15, CONC. 1, E.H.S.
CITY OF BRAMPTON
REGIONAL MUNICIPALITY OF PEEL
12.5 HA. +/- (37.5 AC. +/-) LAND ONLY,
AS SHOWN OUTLINED IN SKETCH BELOW.



STEELES AVENUE EAST



-  AREA TO BE SOLD TO WESTCHESTER ESTATES LTD. 10.3 ha. approx. (25.5 AC. approx.)
-  AREA TO BE LEASED TO CITY OF BRAMPTON 15.2 ha approx. (37.5 AC. approx.)
-  AREA TO BE REZONED 16.0 ha. approx. (39.6 AC. approx.)

DATED: as of the 1st day of May, 1984

HER MAJESTY THE QUEEN in right
of Ontario as represented by the
Minister of Government Services

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

OF THE SECOND PART

L E A S E

Director, Realty Services Branch
Ministry of Government Services
5th Floor, Ferguson Block
Queen's Park, Toronto
M7A 1N3