



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

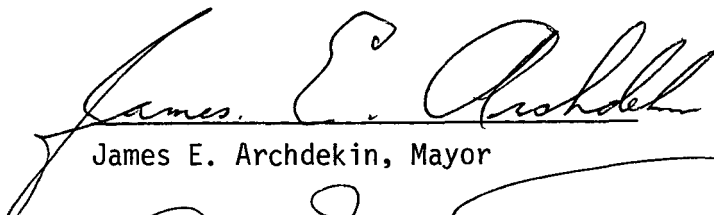
Number 212-79

A By-law to authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

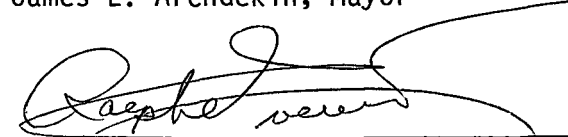
The Council of The Corporation of the City of Brampton ENACTS
as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Bramalea Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 7th day of August, 1979.



James E. Archdekin, Mayor



Ralph A. Everett, City Clerk

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF PEEL (No.43) :

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel\$ 8-2, G-1, and 1 FT. RES-2

in the Register for Section 43-Ching-4 E.H.S. and M-76
of which BRAMALEA LIMITED

is the registered owner, hereby apply to have

Notice of an Agreement dated the 11 day of September, 1979
made between

BRAMALEA LIMITED, THE CORPORATION OF THE CITY OF BRAMPTON
and THE REGIONAL MUNICIPALITY OF PEEL

entered on the parcel register.

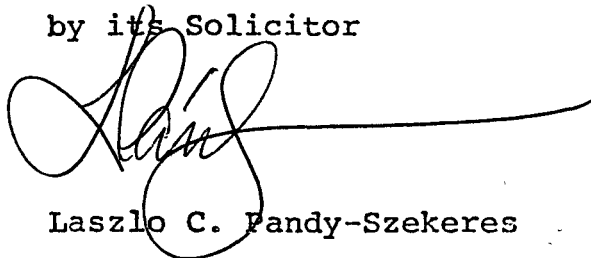
The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

This application is not being made for any fraudulent
or improper purpose.

DATED AT BRAMPTON, this 4th day of December 19 79.

THE CORPORATION OF THE CITY OF BRAMPTON
by its Solicitor



Laszlo C. Fandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this *11th*
day of *September*, 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

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called 'the Region'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule 'A' annexed hereto (herein called 'the lands') and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for a rezoning of the land 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 lands, the parties hereto agree each with the other as follows:

1. Provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board, the Owner, in addition to any other requirements of this agreement, covenants and agrees that the lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement and further covenants and agrees to provide the services, works, landscaping, facilities, and matters referred to in this agreement and shown on the site plan and all other plans required to be filed and approved pursuant to this agreement, and to maintain such services, works, landscaping, facilities and matters to the satisfaction of the City and in default thereof, the provisions of Section 469 of The Municipal Act, R.S.O. 1970, Chapter 284 shall apply.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

2. For the purposes of this agreement, "Commissioner of Public Works" 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 Commissioner of Public Works for the City of Brampton.

3. The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B'. 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 construction purposes as the Commissioner of Public Works may approve.

5. During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such

Site
Plan

2.
Commis-
sioner
of Public
Works

Ingress
& Egress

4.
Access

5.
Clean
Site

means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works 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 said Commissioner may cause such work to be done either by the Municipality's 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 Commissioner.

6.
Construc-
tion

The Owner will be responsible for any damage caused 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.
Storm
Drain-
age

The final grade of the lands shall be so fixed to the satisfaction of the 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 said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner and the City Commissioner of Buildings and By-law Enforcement 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 said Commissioner of Public Works.

Grading,
Building
and Land-
scaping
Plans

Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the City Engineer, the Commissioner of Parks and Recreation, and the Commissioner of Buildings and By-law Enforcement prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard on all highways abutting the lands shown on Schedule 'B' 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 'B'. 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 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 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 Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve months following the issuing of a building permit for the building shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9.

Fencing

The Owner shall construct or erect fencing as and where required by the Commissioner of Parks and Recreation and the location and type of fencing shall be indicated on the landscaping plans to be approved by the said Commissioner 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 occupancy.

OTHER APPROVALS

10.

Regional
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be required by 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.

11.
Hydro
Services

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 service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. 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.

FINANCIAL

12.
Admini-
stration
Fees

The Owner shall pay to the City prior to the registration of the plan, 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 to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the works 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. In the event that the total cost of the works

cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the Municipal Engineer and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

13. The Owner agrees that all municipal taxes in arrears
Taxes 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.

14. The Owner agrees to provide security in a form satisfactory
Securities to the City Treasurer in an amount equal to One Hundred Per cent (100%) of the cost of all works on public land required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

OTHER

15. All floodlighting on the land shall be designed and
Glare oriented so as to minimize glare on adjacent roadways and other properties.

16. The Owner agrees that no signs shall be permitted on the
Signs lands other than those signs the height, placement, location and design of which have been approved by the Planning Director and the Commissioner of Buildings and By-law Enforcement. The Owner acknowledges that a building permit will not be issued until the sign height, placement, location and design have been so approved.

7,
conveyances
and
exchange of
land

(a) The City and the Owner shall, prior to the issuance of a building permit, complete an exchange of land to the intent that the City becomes the owner, free of cost and encumbrances, of the westerly 1.5 acres of the lands in the location shown on the site plan and the Owner becomes the owner of the balance of the lands free of all encumbrances except those provided in this agreement.

(b) The Owner shall, prior to the issuance of a building permit, at its own expense, convey to the City, free of cost and encumbrances, the following land, rights-of-way and easements:

- (i) a twenty-five (25) foot right-of-way in a location satisfactory to the City to provide access from the City owned 1.5 acre parcel of land referred to in paragraph 17 (a) (herein called the City land) to McKay Street North;
- (ii) a twenty-five (25) foot right-of-way in a location satisfactory to the City to provide access from the City land to North Park Drive;
- (iii) an easement for all municipal services in a form and location satisfactory to the City to provide services to the City land; and
- (iv) a one foot reserve along the south-easterly limits of Block G, Plan M-76 as it abuts North Park Drive with the exception of the location of the entrance to North Park Drive as shown on the site plan.

(c) The City shall convey to the Owner the 1' reserves described as Parts 12 and 13 on 43R-7099.

(d) The Owner agrees, at its own expense, to provide all necessary surveys and legal descriptions to complete the exchange of land and conveyances referred to in paragraphs (a) and (b) of clause 17 herein.

3.

municipal
services

The Owner shall, at its own expense, construct and install all municipal services, including, without limiting the

generality of the foregoing, water, sanitary and storm sewer, hydro, gas and telephone, from their existing locations, along the easement referred to in paragraph 17 (b) (iii) to a point on the boundary of the City land satisfactory to the City.

19. Sidewalk
The Owner shall, at its own expense, and in accordance with a location and plans and specifications as approved by the City, construct a sidewalk along North Park Drive.

20. Traffic Signals
The Owner shall, at its own expense, and in accordance with plans and specifications approved by the City, install traffic signal lights at the intersection of North Park Drive and Mackay Street North. These traffic signals shall be operating prior to the occupancy of any buildings situate on the land.

21. Archi- tectural Control Committee
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:

- (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.

22. The Owner agrees that no garbage shall be stored on the land other than in the enclosed garbage areas shown on the site plan. The garbage areas shall be permanently enclosed on three sides and if requested by the City, the Owner shall provide a gate on the fourth side of the enclosed garbage areas. The provisions of paragraph 21 of this agreement shall apply to the enclosed garbage areas.

Garbage Area

23. Notwithstanding any of the provisions of this agreement, the Owner, its successors 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.

By-laws

24. The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of the works to perform such work as may be required as a result of a default.

Entry on the Lands

25. The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

Lands Affected

26. 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

27. 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.

Mortgagees

28.

Successors
& 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.

BRAMALEA LIMITED

[Signature]
CHAIRMAN
[Signature]
Vice-President

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR
[Signature]
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW
NUMBER 212-79
PASSED BY CITY
COUNCIL ON THE 7th
DAY OF AUGUST 19 79

AUTHORIZATION BY-LAW
NUMBER.....212-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....8.....
DAY OF November 1979.....

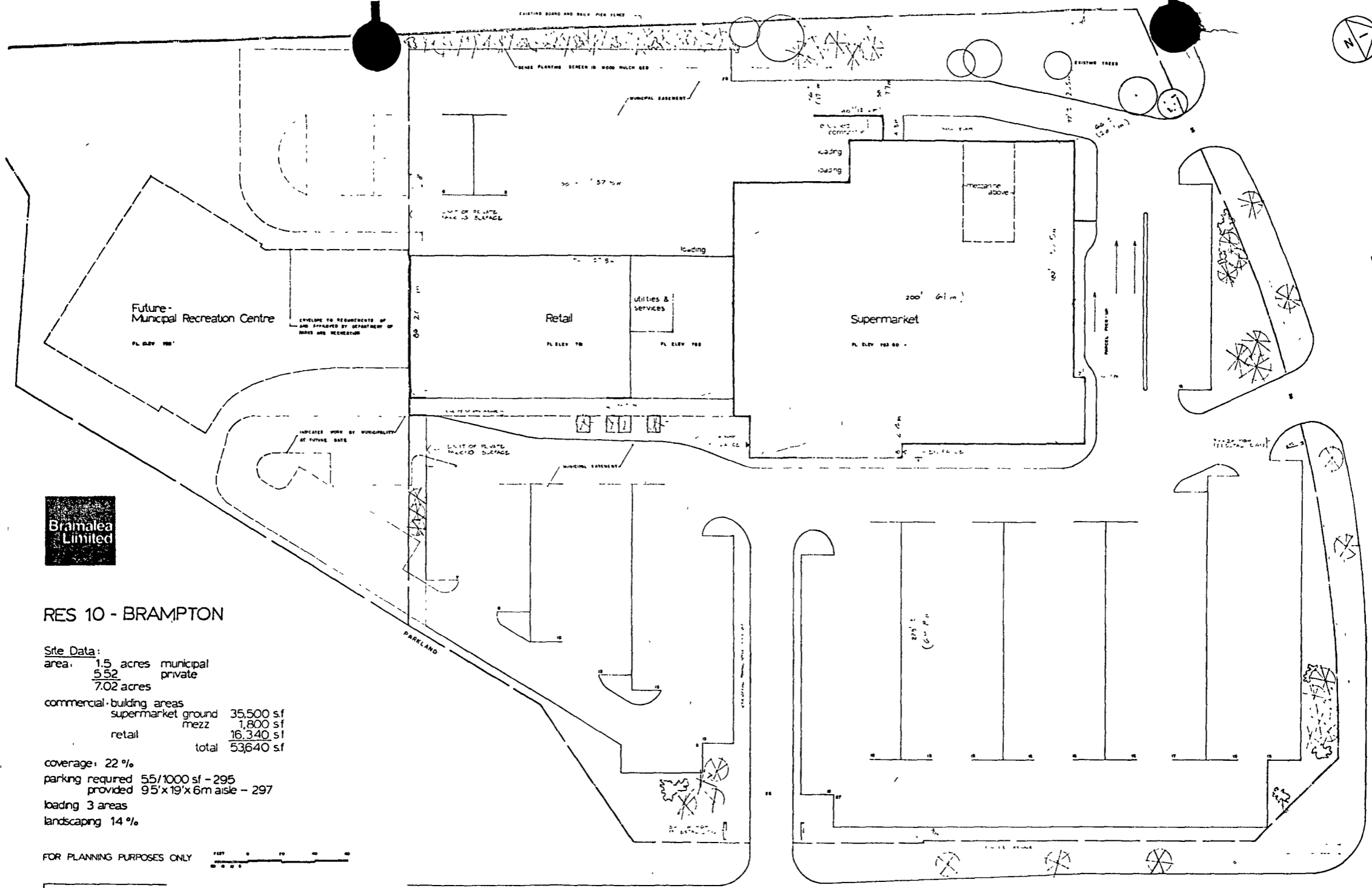
THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
Chairman
[Signature]
Clerk

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 Township of Chinguacousy, in the County of Peel, being composed of Part of Lots 9 and 10, Concession 4, East of Hurontario Street and Part of Block G, Registered Plan M-76, and being designated as Parts 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13 on a plan of survey deposited in the Land Registry Office for the Land Titles Division of Peel (No. 43) as No. 43R-7099.

BEING Parcels G-1, Section M-76,
8-2, Section 43-CHING-4 (EHS), and
1 Ft. Res-2, Section M-76.



RES 10 - BRAMPTON

Site Data:

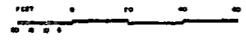
area 1.5 acres municipal
 5.52 private
 7.02 acres

commercial building areas
 supermarket ground 35,500 sf
 mezz 1,800 sf
 retail 16,340 sf
 total 53,640 sf

coverage: 22 %
 parking required 55/1000 sf - 295
 provided 95' x 19' x 6m aisle - 297

loading 3 areas
 landscaping 14 %

FOR PLANNING PURPOSES ONLY



g.a.christoff/architect

783 25 JUNE 1979
 REVISED 25 JULY 1979

INFORMATION ON THIS DRAWING BASED ON SURVEY
 OF BLOCK 10, BRAMPTON, ONT. AND PART
 OF LOTS 1 & 2, BRAMPTON, ONT. PREPARED BY
 J.S. BRAMBLE LIMITED, SURVEYORS
 BRAMPTON AND DATED 22 JUNE 1978



MACKAY STREET NORTH

SCHEDULE B

NORTH PARK DRIVE

DUPLICATE

DATED: 11 Sept 1979

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

No: **300672** LT:
Land Titles Division of Peel (No. 43)
This instrument received at 11:35
A.M. in the

JAN 16 1981

A G R E E M E N T

Land Registry
Office at
Brampton,
Ontario.

D Cannon
LAND REGISTRAR

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

Entered In:
Folio:
Parcel: G-1, Res 2, 8-3
Section: M-76, AB-Ching-4EHS.

CITY OF BRAMPTON
Law Department
150 Central Park Drive
Brampton, Ont. L6T 2T9

PASSED August 7th 19 79



BY-LAW

No. 212-79

A By-law to authorize the execution of an Agreement between Bramalea Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.