



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 262-79

To authorize the execution of an Agreement between Bramalea Limited and The Corporation of the City of Brampton.

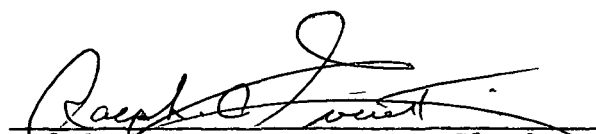
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The Council of The Corporation of the City of Brampton ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Bramalea Limited 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 24th day of September, 1979.

  
Everett J. Coates, Acting Mayor

  
Ralph A. Everett, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate  
this 24<sup>th</sup> 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

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 there are no 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 a convenience centre, 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 at the intersection of Dixie Road and Clark Boulevard and more particularly described in Schedule B annexed hereto shall be developed only in accordance with the site plan hereto annexed 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. Access The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works for the City may approve.

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. Construction The Owner will be responsible for any damage 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. Grading, Building & Landscaping Plans
- Detailed grading, building and landscaping 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 Planning and Development 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 Planning and Development. 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 Planning and Development 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 designed and oriented so as to minimize glare on the adjacent roadways and other properties.
- Glare

OTHER APPROVALS

9. The City shall not issue any building permits until provided with confirmation in writing from the Region that the Owner has made satisfactory arrangements with the Region for the provision of all services under the jurisdiction of the Region to the land described in Schedule B attached hereto.
- Regional Services

10. The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands described in Schedule B attached hereto.
- Hydro Services

FINANCIAL

11. The Owner agrees that all municipal taxes in arrears 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.
- Taxes

12. The Owner agrees to provide security in a form satisfactory 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
- Security

this agreement as estimated by the City Commissioner of Public Works to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

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.  
Archi-  
tectural  
Control  
Commit-  
tee

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:

14.1 one member to be appointed by the  
Owner;

14.2 one member to be appointed by the  
City Council;

- 14.3 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.

15. Sidewalks The Owner shall construct, in a location and in accordance with plans and specifications approved by the City, sidewalks in the following locations:

- 15.1 along the east side of Dixie Road from Clark Boulevard to the existing entrance to the City Centre on Dixie Road.
- 15.2 along the south side of the existing entrance road to the Centre on Dixie Road from Dixie Road to the internal ring road.
- 15.3 along the westerly side of the internal ring road from the Dixie Road entrance to the entrance to the Convenience Centre as shown on the site plan.



15.4 along the south side of the ring road from the entrance to the site shown on the site plan to the existing sidewalk along the entrance road to the City Centre from Clark Boulevard.

15.5 those sidewalks shown on the site plan.

16.  
Drainage  
Channel

The Owner shall, at its own expense and in accordance with plans and specifications satisfactory to the City, enclose the existing open watercourse or ditch from the North boundary of the lands described in Schedule B attached hereto to the existing entrance to the City Centre site on Clark Boulevard. The location of this open watercourse or ditch is shown on the site plan.

17.  
Snow

The Owner shall not dump or store snow removed from the lands described in Schedule B on the abutting land owned by the City.

18.  
Lands  
Affected

The lands affected by this agreement are described in Schedule B attached hereto.

19.  
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.

20.  
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.

21.  
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 them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

22.  
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.~~

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

BRAMALEA LIMITED

*Benjamin Sunday*  
Exec. V.P. TITLE

*Robert Field*  
President TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

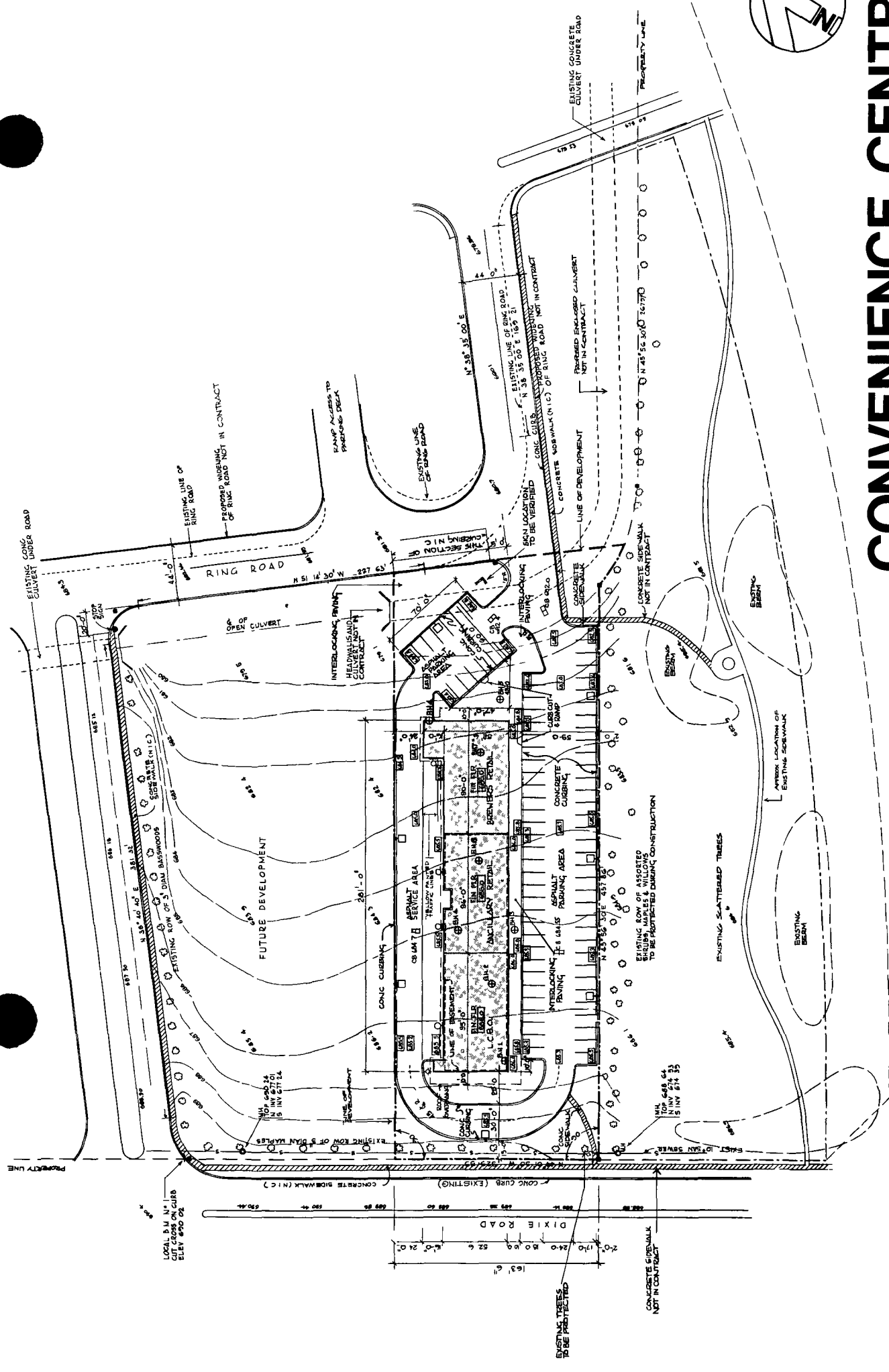
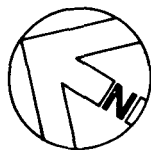
*James E. Archdekin*  
JAMES E. ARCHDEKIN MAYOR

*Ralph A. Everett*  
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW.	
NUMBER	<u>262-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>24<sup>th</sup></u>
DAY OF	<u>SEPTEMBER</u> 19 <u>77</u> .

# CONVENIENCE CENTRE DIXIE ROAD AND CLARKE BLVD

**James Murray & Murray Marshall**  
architects & planning consultants  
237 McRae Drive Toronto Ontario

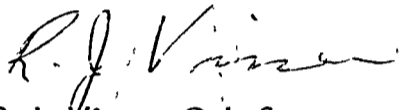


Description of Convenience Centre- Part of Lot 5, Concession 4, East of  
Huronario Street

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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 Township of Chinguacousy, County of Peel) and being composed of Part of Lot 5, Concession 4, East of Huronario Street in the said City of Brampton, shown in heavy outline, and designated as Part 1 on a Plan of Survey of record in the Land Registry Office for the Registry Division of Peel as 43R-7433-----.

Prepared by:  
J.D. BARNES LIMITED, Surveyors

  
R.J. Wisser, O.L.S.

Reference: 79-41-510-13

October 9, 1979

739596

No  
Registry Division of Peel (No 43)  
I CERTIFY that this instrument is registered as C.

DATED: 24 September 1979

1980 JUN 14 PM 12 34

BRAMALEA LIMITED

In The Land  
Registry Office  
at Brampton,  
Ontario

*Vera Fortes*  
AND  
LAND REGISTRAR

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

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AGREEMENT

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

PASSED September 24th, 1979

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No. 262-79

To authorize the execution of an Agreement between Bramalea Limited and The Corporation of the City of Brampton.

BY-LAW 261-79 AMENDING BY-LAW 33-79