



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 288-79

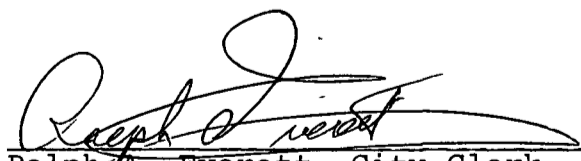
To authorize the execution of an Agreement between Paramount Development Corporation Limited and Catalina Contracting Co. Limited, The Corporation of the City of Brampton and Barry David Lipson, Trustee, Peter O'Donoghue, and The Bank of Nova Scotia.

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 Paramount Development Corporation Limited and Catalina Contracting Co. Limited, The Corporation of the City of Brampton and Barry David Lipson, Trustee, Peter O'Donoghue, and The Bank of Nova Scotia, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of October, 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 *PLAN - 1*

in the Register for Section *M*

of which PARAMOUNT DEVELOPMENT CORPORATION LIMITED, CATALINA CONTRACTING CO. LIMITED

are the registered owners, hereby apply to have

Notice of an Agreement dated the 9 day of October, 1979

made between PARAMOUNT DEVELOPMENT CORPORATION LIMITED,

CATALINA CONTRACTING CO. LIMITED, THE CORPORATION OF THE

CITY OF BRAMPTON, BARRY DAVID LIPSON, Trustee, PETER

O'DONOGHUE and THE BANK OF NOVA SCOTIA

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 9th day of October, 1979.

B E T W E E N:

32.5% PARAMOUNT DEVELOPMENT CORPORATION LIMITED *as to*
and CATALINA CONTRACTING CO. LIMITED *as to 67.5%*

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

BARRY DAVID LIPSON, TRUSTEE,
PETER O'DONOGHUE, and
THE BANK OF NOVA SCOTIA

hereinafter called the 'Mortgagees'

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.

Site
Plan

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.

Commis-
sioner
of Public
Works

For the purpose of this agreement, the 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. Ingress & Egress 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 Commissioner of Public Works and this work shall be completed before occupancy of any part of the building is permitted by the Owner. The 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. Access The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

5. Clean Site During construction, 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 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 Commissioner of Public Works 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 of Public Works.

6. Construction 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 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 & By-law Enforcement 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.

8. 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 Commissioner of Public Works, the Commissioner of Planning and Development, 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 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 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. 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 Planning and Development. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve (12) 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 Planning and Development 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. Administration 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 on public lands 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 City Commissioner of Public Works 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 shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall:

Insur-
ance

- (a) be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);
- (b) provide insurance coverage in respect of any one accident or occurrence in the amount of at least \$1,000,000.00, exclusive of interest and costs;
- (c) be effective for the period of this agreement, including the period of guaranteed maintenance;
- (d) contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- (e) contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and

(f) contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days written notice being given to the City.

The Owner shall deposit with the City prior to issuance of a building permit, a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

If required by the City, the Owner shall prove to the satisfaction of the City, that all premiums on such policy or policies have been paid and that the insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the lands within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

14. Taxes 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.

15.

Securi-
ties

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 and all landscaping and fencing required to be performed by this agreement as estimated by the Commissioner of Public Works to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

OTHER

16.

Glare

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

17.

Signs

The Owner agrees that no signs shall be permitted on the lands other than those signs the height, placement, location and design of which have been approved by the Commissioner of Planning and Development and the Commissioner of Buildings & 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.

18.

Architectural
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.

19.

By-laws

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.

20.

Default
& Entry
on the
Lands

If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in

that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City or the Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

21. The Owner agrees that all facilities for the storage of garbage and other waste materials shall be wholly enclosed within the building to be erected on the lands and that no garbage containers or other facilities shall be located outside this building.

Garbage and Refuse Storage

22. The Owner shall not install any windows or other openings in the southerly wall of the second floor of any building to be erected on the lands.

Building Construction

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

Lands Affected

24. 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

25. The Mortgagees join herein to consent to the Mortgagees 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.

26. The covenants, agreements, conditions and Successors & Assigns 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.

CATALINA CONTRACTING CO. LIMITED

Per: David Robler President
Title
Per: mp hollin - Treasurer
Title

PARAMOUNT DEVELOPMENT CORPORATION LIMITED

Per: mp hollin - Treasurer
Title
Per: David Robler Secretary
Title

THE BANK OF NOVA SCOTIA

Per: [Signature]
GENERAL MANAGER Title

Per: [Signature]
ASSISTANT SECRETARY Title

[Signature]
Barry David Lipson

[Signature]
Peter O'Donoghue

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
James E. Archdekin Mayor

Per: [Signature]
Ralph A. Everett Clerk

~~THE REGIONAL MUNICIPALITY OF PEEL~~

~~Per: _____~~

~~Per: _____~~

BNS Document
No. 13375/79
Approved for
Execution

Signed, Sealed and
Delivered in the presence of:

[Signature]
[Signature]

AUTHORIZATION BY-LAW.

NUMBER 288-79

PASSED BY CITY

COUNCIL ON THE 10th

DAY OF OCTOBER 19 79

THE CORPORATION OF THE CITY OF BRAMPTON

SCHEDULE A

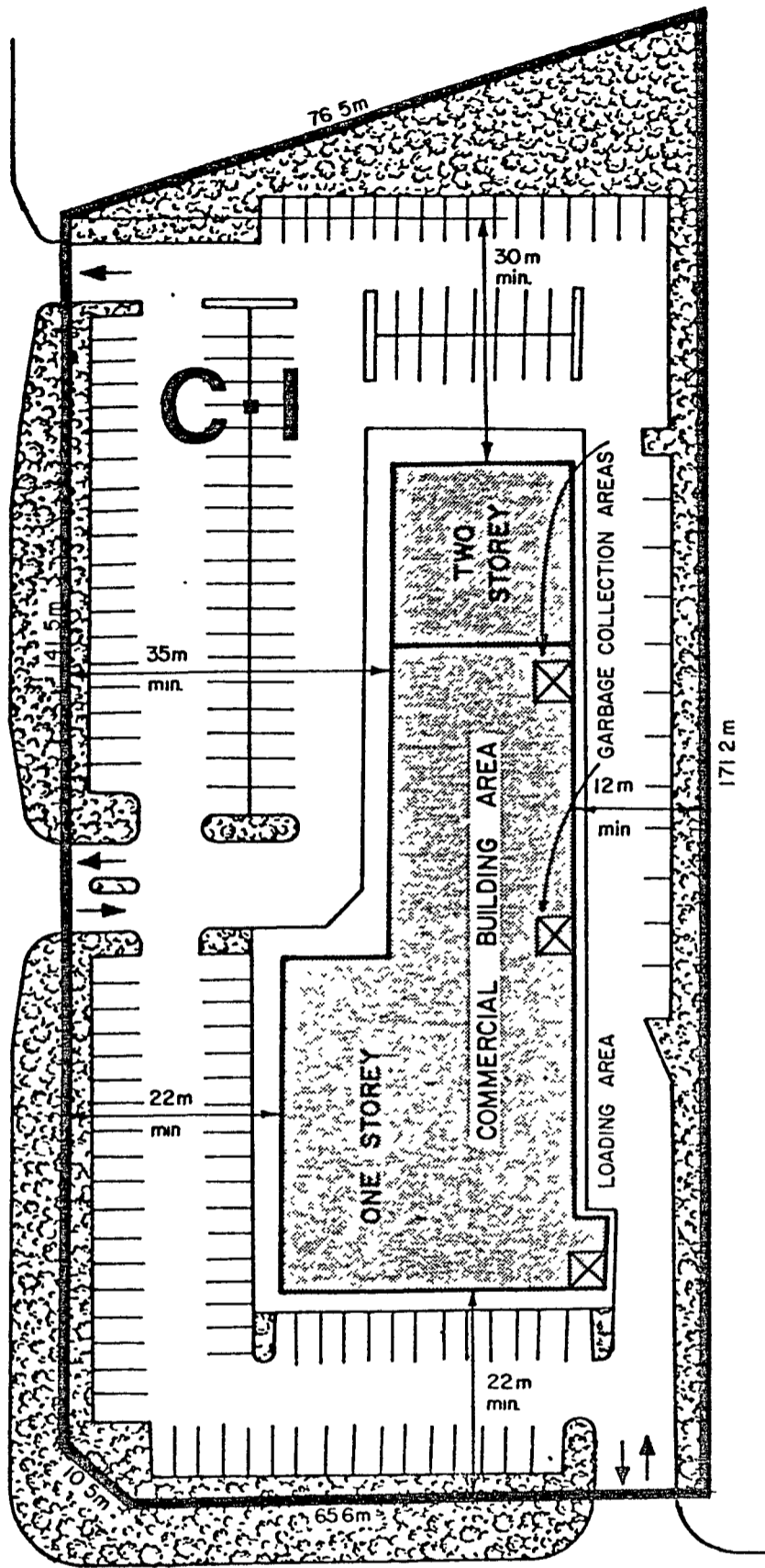
LEGAL DESCRIPTION OF THE LANDS

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 Town of Brampton in the County of Peel)
and being composed of the whole of Block 306, Registered
Plan M-295.



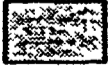

SUBJECT TO ~~THE~~ EASEMENTS AS
SET OUT IN INSTRUMENTS
NUMBERED 232743
and 234890

Lp
LÁSZLÓ PÁNDY-SZEKERES
SOLICITOR FOR
THE CITY OF BRAMPTON

CHAROLAIS BOULEVARD



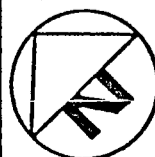
MOFFAT AVENUE

-  PARKING & DRIVEWAY AREA
-  LANDSCAPED OPEN SPACE
-  COMMERCIAL BUILDING AREA
-  PROPERTY BOUNDARY

BLOCK 306
Registered Plan M-295

mta

DEVELOPMENT AGREEMENT
SCHEDULE B



1:860

CITY OF BRAMPTON
Planning and Development

Date: 79 10 02 Drawn by: CK
File no. C2W11c Map no. 58-36

AFFIDAVIT OF SUBSCRIBING WITNESS

I, MARGARET BURKE
of the City of Toronto
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 PETER R. O'DONOGHUE

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument

SWORN before me at the City of Toronto
in the Municipality of Metropolitan
Toronto
this 9th day of October 1979

Marsha Levitt

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

Margaret Burke
MARGARET BURKE

MARSHA LEVITT, a Commissioner for taking Affidavits, Province of Ontario, for Macaulay, Lipson & Joseph, Barristers & Solicitors, Toronto, Ont., Canada. Commission No. 70940.

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~XXX~~ PETER R. O'DONOGUE
of the City of North York
in the Municipality of Metropolitan Toronto

make oath and say When I executed the attached instrument,

* If attorney see footnote

I/~~XXX~~ was at least eighteen years old

out applicable clauses

**Not a Matrimonial Home, etc see footnote

Resident of Canada, etc

(SEVERALLY) SWORN before me at the City of Toronto, in the Municipality of Metropolitan Toronto

this 9th day of October 1979

Marsha Levitt

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

Peter R. O'Donoghue
PETER R. O'DONOGHUE

MARSHA LEVITT, a Commissioner for taking Affidavits, Province of Ontario, for Macaulay, Lipson & Joseph, Barristers & Solicitors, Toronto, Ont., Canada. Commission No. 70940.

*Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name) he/she was (spousal status and if applicable name of spouse) within the meaning of Section 1(1) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority"

**Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit)

AFFIDAVIT OF SUBSCRIBING WITNESS

I, MARGARET BURKE
of the City of Toronto
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 BARRY DAVID LIPSON

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Toronto
in the Municipality of Metropolitan
Toronto

this 9th day of October 1979

Marsha Levitt

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

Margaret Burke
Margaret Burke

MARSHA LEVITT, a Commissioner for taking Affidavits, Province of Ontario, for Macaulay, Lipson & Joseph, Barristers & Solicitors. Expires July 31, 1982. Commission No. 79946.

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~XXX~~ BARRY DAVID LIPSON
of the City of North York
in the Municipality of Metropolitan Toronto

* If attorney see footnote

make oath and say When I executed the attached instrument,

I/~~XXX~~ was at least eighteen years old

out
licable
clauses

**Not a
Matrimonial
Home, etc
see footnote

Resident of
Canada, etc

(SEVERALLY) SWORN before me at the City of
Toronto, in the Municipality of
Metropolitan Toronto

this 9th day of October 19 79

Marsha Levitt

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

BARRY DAVID LIPSON
BARRY DAVID LIPSON

MARSHA LEVITT, a Commissioner for taking Affidavits, Province of Ontario, for Macaulay, Lipson & Joseph, Barristers & Solicitors. Expires July 31, 1982. Commission No. 79946.

*Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name) he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority"

**Where spouse does not join in or consent, see Section 12(3) of The Family Law Reform Act, 1978 (or complete separate affidavit)

DUPLICATE

DATED: 9 OCTOBER 1979

PARAMOUNT DEVELOPMENT
CORPORATION LIMITED and
CATALINA CONTRACTING
CO. LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

BARRY DAVID LIPSON, TRUSTEE
PETER O'DONOGHUE, and
THE BANK OF NOVA SCOTIA

247597

No.
Received in the Office of
Land Titles at Brampton at
3.11 PM on
the 6 day of Dec 1979.
and entered in
Parcel PJ 001
Section n 095

A G R E E M E N T

Nera Porter
Land Registrar

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

al