



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 315-79


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

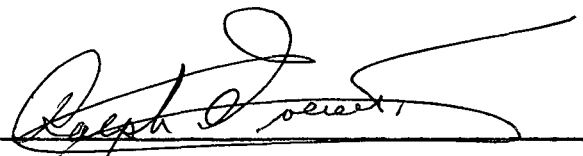
---

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" and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of November, 1979.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this  
12<sup>th</sup> day of November, 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

N/A

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' attached hereto (herein called the "lands") and further warrants that there are no mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for a rezoning of the lands 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 with each 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.

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. The Owner shall use only such locations for  
Access access for construction purposes as the Commissioner of  
Public Works may approve.

5. During construction, the Owner agrees to employ  
Clean and keep employed a sufficient number of sweepers or  
Site 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. The Owner will be responsible for any damage  
Construction 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. The final grade of the lands shall be so fixed  
Storm to the satisfaction of the Commissioner of Public Works  
rain- that the surface water originating on or tributary to  
Age 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.

Detailed grading, building and landscaping plans

Grading,  
Building  
and Land-  
scaping  
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 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 11.1 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.

M.T.C.

11.2 Prior to the commencement of any works, the Owner shall, at its own expense, obtain from the Ministry of Transportation and Communications, approvals for all of the works required by this agreement on Highway No. 7. The City shall not issue any building permits until provided with confirmation from the M.T.C. that all such approvals have been granted.

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 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 the issuance of any building permits, the Owner shall file with the City at the time of the issuance of the first building permit, 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 occupancy permits within the lands.

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. Securities       15.1           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, all work on the existing drainage ditch adjacent to Highway No. 7 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.

15.2           Upon the failure by the Owner to complete a specified part of the work requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security referred to in paragraph 15.1 to

pay the cost of any part of the works the Commissioner of Public Works may deem necessary.

Default  
&  
Entry

15.3 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 and will be at the Owner's expense and recoverable from the securities referred to in paragraph 15.1 of this agreement. 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.

16. Entry on the Lands The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

OTHER

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

18. 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.

19. 19.1 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:

19.1.1 one member to be appointed by the Owner;

19.1.2 one member to be appointed by the City Council;

19.1.3 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.

19.2 The Owner acknowledges that the provisions of By-law Number 275-79 implementing section 35a of The Planning Act, R.S.O. 1970, c. 349, as amended, shall apply to each individual building to be constructed within the building envelopes shown on Schedule B attached hereto.

20. Traffic Signals The Owner shall install at its own expense, to the satisfaction of the City and the Ministry of Transportation and Communications, traffic signals at the intersection of Highway No. 7 and Gateway Boulevard prior to the issuance of any occupancy permits for buildings constructed within the lands.

21. Sidewalks The Owner shall install at its own expense, to the satisfaction of the City, sidewalks and walkways in the locations shown on Schedule B attached hereto.

22. Drainage Ditch 22.1 The Owner shall, at its own expense and in accordance with plans and specifications approved by the Commissioner of Public Works and the Commissioner of Planning and Development regrade, reconstruct and landscape the existing drainage ditch adjacent to Highway No. 7 and shown on Schedule B attached hereto. This work shall be completed to the satisfaction of the City prior to the issuance of any occupancy permits for buildings constructed within the lands.

Easement

22.2 The Owner shall, at its own expense and in a form and location satisfactory to the City, convey to the City an easement for drainage purposes over the lands on which the work referred to in paragraph 22.1 is being carried on upon.

23.

Parking  
Ratio

At such time as eighty (80) percent of the building area shown on Schedule B is developed, the Owner shall, at its own expense, carry out a peak hour parking study for a seven day period using methodology satisfactory to the City.

If the results of this parking study indicate that ninety (90) percent of the parking spaces are occupied, the Owner agrees to increase the parking ratio to thirteen (13) spaces per one thousand (1,000) square feet of gross floor area of restaurant use and the Owner agrees that any further development of the lands shall be carried out on the basis of this parking ratio. The Owner agrees not to object to the City amending the zoning by-law for the lands to implement this new parking ratio.

24.

Discretion of  
the Commissioner  
of Public  
Works

Whenever or wherever decisions are made within the meaning of this agreement by the Commissioner of Public Works, the discretion of the Commissioner of Public Works shall be exercised according to reasonable engineering standards.

25.

Lands  
Affected

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

26.

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.

27. Notwithstanding any of the provisions of this  
By-laws 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.

28. The covenants, agreements, conditions and  
Successors and 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.

BRAMALEA LIMITED

*Benjamin Lumsden*  
Exec. ~~VP~~ TITLE

*Kenneth Fennell*  
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 315-79  
PASSED BY CITY  
COUNCIL ON THE 12<sup>th</sup>  
DAY OF November 1979.

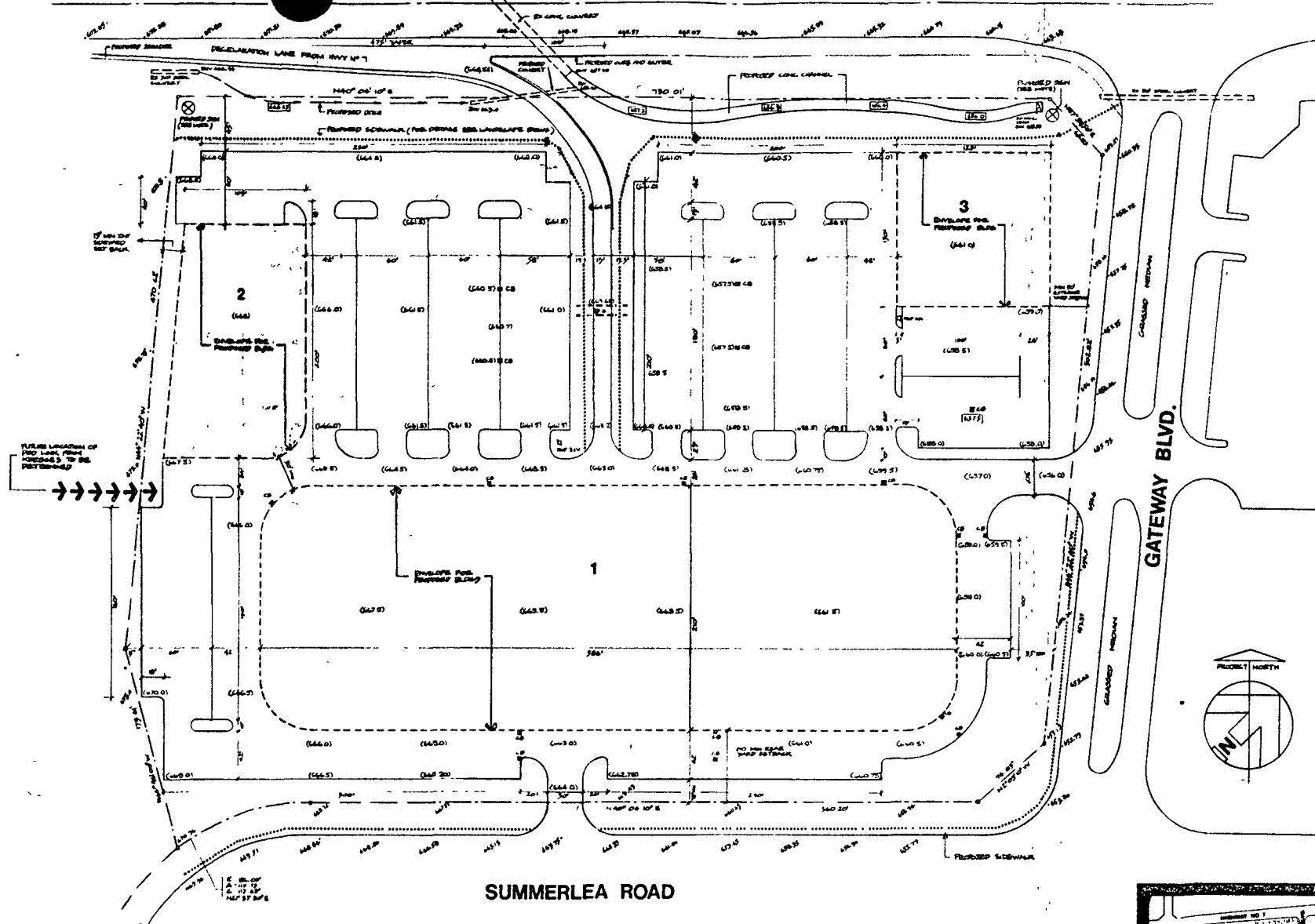
SCHEDULE A

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 Township of Chinguacousy in the County of Peel) and being composed of the whole of Blocks C and X according to Registered Plan 977.



# HIGHWAY NO. 7



KEY TO DETAIL LOCATION

DETAIL NUMBER  
DRAWING NUMBER

NO.	DATE	REVISION	BY
A	04/27/78	GENERAL	J.M.
B	08/10/78	GENERAL	J.M.
C	11/27/78	(LATE CHANGES)	C.H.

**NOTES**

1. VERIFY INFORMATION SHOWN FROM TEND PLAN OF BLOCK 'C' AND 1/4" REVISION PLAN N° 377 (11/28/78) AND 1/4" REVISION OF P&L PREPARED BY J.D. BARNES, J.D. MAYNOR, 1978.

2. FOR SHADING DETAIL: SEE P&L. TRAIL AND ASSOCIATE'S DRAWING N° 7912-A-2.

3. FOR LANDSCAPE TREATMENT INCLUDING SIDEWALKS, SEE FLOOR AND GENERAL LANDSCAPE ARCHITECT'S DRAWING.

4. FOR ILLUSTRATION OF BLOSSOM, SEE SUBJECT TO INDIVIDUAL TENANT REQUIREMENTS.

5. NUMBER AND NUMBER OF BAYS SUBJECT TO M.T.C. APPROVAL.

**DATA**

SITE AREA	10,200 sq. ft.
PROPOSED BLDG. AREAS	
ENVELOPE 1	2,343 sq. ft.
ENVELOPE 2	0,395 sq. ft.
ENVELOPE 3	0,500 sq. ft.
<b>TOTAL BLDG. AREA</b>	<b>3,238 sq. ft.</b>
PAVED AREA	4,614 sq. ft.
LANDSCAPED AREA	2,497 sq. ft.
(EXCLUDING BLDG. AREAS)	
<b>PARKING</b>	
TOTAL PARKING	543 SPACES
N.B. TOTAL PARKING VALUES APPROX. 6.5 CARS WITH BLDG. ENVELOPE FOR PUBLIC AND BUSINESS USE.	

**RESTAURANT CAMPUS**

HWY N° 7 AND GATEWAY BLVD. BARRINGTON, ONT.

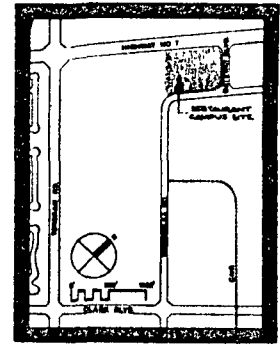
**James Murray & Murray Marshall**  
architects & planning consultants

237 McRae Drive Toronto Ontario

**SITE PLAN**

SCALE	DATE	DRAWN	CHECKED
1" = 40'	OCT 3/78	CARRIBELL	GALE

7723 PS 101C



PASSED November 12th 19 79

---

---



# BY-LAW

No. 315-79

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

536178

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

479 NOV 29 PM 12 25

In The Land  
Registry Office  
at Brampton,  
Ontario.

*Wera Porter*  
LAND REGISTRAR

DATED: 12 Nov 1979

BRAMALEA LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

\_\_\_\_\_

A G R E E M E N T

\_\_\_\_\_

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