



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 59-77

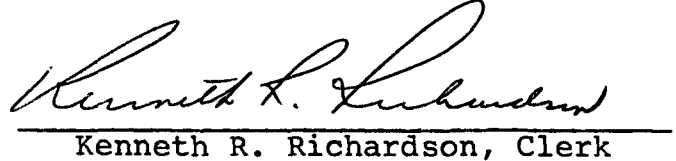
A By-law to authorize the execution of an Agreement between Moore Instrument Co. Ltd., The Corporation of the City of Brampton and the Regional Municipality of Peel.

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 Moore Instrument Co. Ltd., The Corporation of the City of Brampton and the Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 28th day of March 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
8th day of March 1977.

B E T W E E N :

MOORE INSTRUMENT CO. LTD

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 shown on a survey annexed hereto as Schedule "A";

AND FURTHER warrants that there are no Mortgagees
of the said lands;

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

SITE PLAN

1. The lands located on the south-easterly side of Highway No. 7 in the City of Brampton, formerly in the Township of Chinguacousy, consisting of Part of Lot 10, Concession 6, W.H.S., and more particularly shown on Schedule "A" annexed hereto, shall be developed only in accordance with the Site Plan annexed hereto as Schedule "A" to this agreement, provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

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 City Engineer 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.

3. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

4. 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 City Engineer may give the Owners twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer 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 therefor by the City Engineer.

5. The Owner will be responsible for any damage caused 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. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands including the roof water from the buildings will be discharged in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer and shall be discharged from the lands at a point or points designated by the City Engineer and in a manner approved by the City Engineer.

The Owner agrees to convey to the City of Brampton all lands lying to the southeast of the centre line of the Credit River together with a right-of-way over that portion of the Credit River lying to the north and the west of the centre line. The Owner also agrees that the aforesaid conveyance will contain a restriction in a wording satisfactory to the City providing that no obstructions will be placed in the river or on the northerly or westerly banks of the river to in any way obstruct the free flow and passage of water or of any boat or other floating structure or swimmers in that part of the Credit River lying northerly and westerly from the centre line.

The Owner agrees to obtain at his expense all necessary surveys and reference plans and to make the aforesaid conveyance to the City at no cost to the City and free and clear of all encumbrances. Executed deeds for the said lands shall be lodged with the City prior to Ontario Municipal Board approval of any zoning by-laws with respect to the owners' lands and prior to the commencement of any works on the owners' lands. The Owner agrees that no application for building permits will be made nor any building permits issued until such time as the above noted conveyance has been completed. ✓

8. The Owner agrees to support a restricted area (zoning) by-law to be passed by the City which will have the effect of preventing any change in the natural topography of the lands to be retained by the Owner lying to the south and east of the top of bank line and the Owner agrees to obtain at his expense all necessary surveys of the top of bank line as approved by the Director of Parks and Recreation of the City. ✓

9. 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 Engineer, Director of Parks and Recreation, and the Building and Zoning Co-ordinator 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 Director 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. The Owner agrees that no trees presently growing on the lands shown on Schedule "A" hereto shall be removed without the prior written consent of the City Parks and Recreation Director. 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 said landscape plan, (including the boulevard area along Highway No. 7) adjacent to the lands and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City within twelve months after the first occupancy of any buildings erected on the lands shown on Schedule "A".

The Owner agrees to convey to the City a seventeen foot road widening along the total frontage of the lands of the Owner abutting the Fifth Line West. The said lands shall be conveyed at no cost to the City and free of all encumbrances. The executed deeds for the said lands shall be lodged with the City prior to the issuance of any building permits with respect to the lands shown on Schedule "A".

11. The Owner agrees to convey to the Ministry of Transportation and Communications any road widening required by the said Ministry along the frontage on Highway No. 7 of the lands shown on Schedule "A". The Owner agrees that arrangements satisfactory to the Ministry with respect to this paragraph shall be made prior to final approval by the Ontario Municipal Board of any restricted area (zoning) by-law to permit the development of the lands shown on Schedule "A", and the Owner agrees that no work shall commence on the lands shown on Schedule "A" nor shall any building permits be applied for by the Owner nor issued by the City prior to the City receiving confirmation from the Ministry of Transportation and Communications that arrangements satisfactory to them have been made for compliance with this paragraph.

12. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

OTHER APPROVALS

13. The Owner shall enter into such agreements as may be necessary with 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.

14. The Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands, with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including the payment of levies 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

15. 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.

16. 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, a fee of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

17. The Owner agrees to obtain and provide test results to indicate that an adequate supply of water is available for the manufacturing to be carried on on the lands shown on Schedule "A", and for all personal uses from wells on the lands shown on Schedule "A". The Owner agrees to provide all necessary information to the Ministry of Natural Resources and the Region of Peel Health Unit to ensure that an adequate supply of water will be available at maximum development of the project. No building permits shall be issued until the test results set out above have been provided and the City has received confirmation from the Ministry of Natural Resources and the Region of Peel Health Unit that an adequate supply of water will be available.

[Handwritten signatures: B.P., D.H., A.L.S.]

18. The Owner agrees to obtain from the Peel Region Health Unit a permit for installation of a private sewage disposal system and such permit shall be submitted along with any application for a building permit for any building on the lands shown on Schedule "A".

19. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

20. 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. 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 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.~~

23. The covenants, agreements, conditions and undertakings herein contained on the part of the Owners 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.

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

MOORE INSTRUMENT CO. LTD.

[Handwritten signature]

[Handwritten signature]

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten signature]

JAMES E. ARCHDEKIN MAYOR

[Handwritten signature]

KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

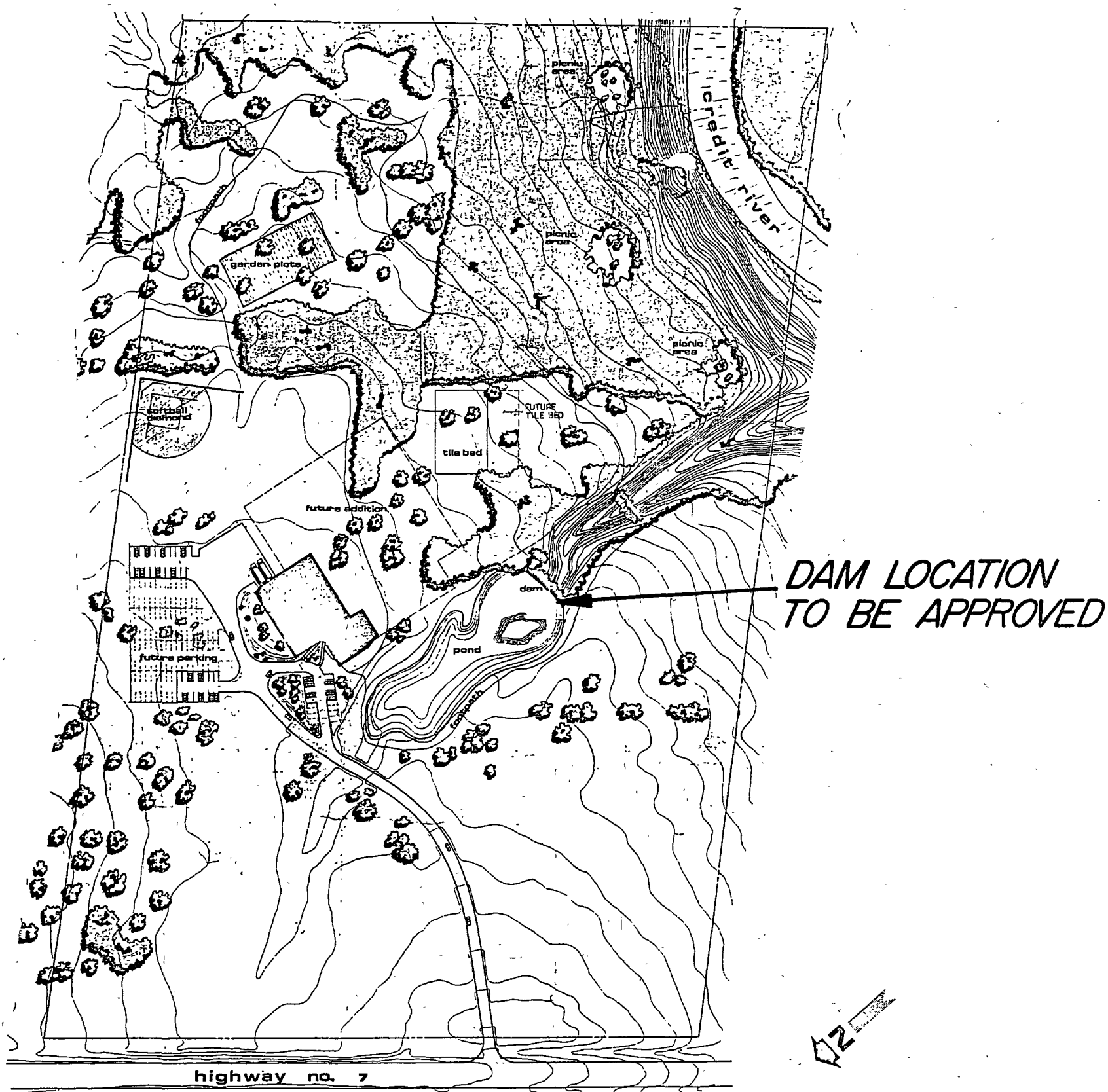
AUTHORIZATION BY-LAW
NUMBER .. 67-77 ..
PASSED BY THE REGIONAL
COUNCIL ON THE 12TH
DAY OF MAY . 1977..

[Handwritten signature]

CHAIRMAN

[Handwritten signature]

ACTING CLERK.



**PROPOSED SITE PLAN
MOORE INSTRUMENT**

OFFICE AREA ----- 1,664 SQ. FT.
ENGINEERING ETC. ----- 3,712 SQ. FT.
TOTAL ----- 5,376 SQ. FT.

PLANT AREA ----- 14,472 SQ. FT.
LUNCHROOM & WASHROOMS ----- 2,348 SQ. FT.
TOTAL ----- 16,820 SQ. FT.

NIGHTINGALE AND QUIGLEY ARCHITECTS
PROJECT NO 7521
DATE: APRIL, 1975

SCALE 0 50 100 150 200

REVISION - SEPT. 17, 1975
REVISION - JUNE 30, 1977

Dated May 19th 1977

In the Matter of the Title to

1977 JUN 3 AM 9 43

Part of Lot No. 10

Deposit No. **432661**
Registry Division of Peel (No.43)
The documents herein mentioned were deposited
9:43 A.M.

Plan or Concession No. 6, W.H.S.

Land Registry Office
at Brampton,
Ontario.

JUN 03 1977

in the

Municipality Peel

Nera Porter
LAND REGISTRAR

Deposit

Newsome and Gilbert, Limited, Toronto

Judith E. Hendy,
City Solicitor,
City of Brampton,
24 Queen Street East,
Brampton, Ontario.
L6V 1A4

DATED: the 8th day of March, 1977

MOORE INSTRUMENT CO. LTD.

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

JUDITH E. HENDY,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.

76V 1A4

To The Registrar of the Registry Division of

I, Judith E. Hendy of the City of Brampton, in the
Regional Municipality of Peel,

hereby deposit with you and require you to take into your custody, pursuant to Part II of The
Registry Act, the following documents:—

Description of Documents	Names of all Parties	Any other particulars or subject of certificate, affidavit, etc.	Lands in this Registry Division to which Documents relate
Subdivision Agreement	Moore Instrument Co. Ltd. The Corporation of the City of Brampton, The Regional Municipality of Peel		Part of Lot 10, Concession 6, W.H.S., in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Township of Chinguacousy, in the County of Peel as in Instrument No. 293389 US

UP TO TEN DOCUMENTS MAY BE FIRMLY ATTACHED TO THIS REQUISITION.

Dated at Brampton this 3/20 day of June, 1977

Signature *J. E. Hendy* JUDITH E. HENDY

Address 24 Queen Street East,
Brampton, Ontario. L6V 1A4

Occupation City Solicitor.