



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

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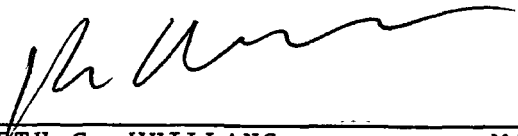
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To authorize the execution of an agreement between Kanellopoulos Investments Ltd, Corporation of the City of Brampton, and the Regional Municipality of Peel, and the Toronto - Dominion Bank

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


1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1989 06 12, between Kanellopoulos Investments Limited, The Corporation of the City of Brampton, the Regional Municipality of Peel and the Toronto-Dominion Bank 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 June, 1989.



KENNETH G. WHILLANS

MAYOR



LEONARD J. MIKULICH

CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
12th day of June, 1989.

B E T W E E N :

KANELLOPOULOS INVESTMENTS 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,

A N D

THE TORONTO-DOMINION BANK,
hereinafter called the "Mortgagees"

OF THE FOURTH 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 wishes to develop the lands and the City is of the opinion that this 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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 96-86 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1.
Works

For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs,

gutters and drainage works, sidewalks, bus stop pads, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, water-mains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Concept
Site Plan

2.1 The Owner agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule B-1. The Owner further acknowledges and agrees that it will not make application for or be entitled to receive any building permits until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with the City's site plan control area by-law.

Approved
Site
Plan

2.2 The Owner further agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.3 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and

referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.
Access

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

6.
Clean
Site

6.1 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 (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the 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.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

7.1 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.

7.2 All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

7.3 The Owner shall not do any blasting or use any pile driving equipment on lands owned by the City or the Region or both of them without the written consent of the City or the Region or both of them. The Owner agrees that it will be a condition of such consent that the Owner provide insurance coverage satisfactory to the City providing coverage for damage or loss from blasting or the use of pile driving equipment.

8.
Storm
Drainage

8.1 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 storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

9.
Approved
Plans

The Owner shall, at its own expense:

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.3 in the event

9.3.1 any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement; or

9.3.2 any approved plan referred to in Schedule B attached hereto is subsequently amended,

such plans when approved or approved as amended shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

9.4 The Owner shall:

9.4.1 provide competent engineering inspection to the satisfaction of the City for all works constructed on public lands, including road allowances,

9.4.2 prepare and provide the City with "as constructed" original drawings for all works constructed on public lands, including road allowances, prior to the final release of any security provided by the Owner in accordance with paragraph 17 of this agreement.

10.
Cash-in-
Lieu

10.1 The Commissioner of Planning and Development may, in his sole discretion, exercise in writing at any time prior to the issuance of any building permits, require the Owner to pay to the City or to the Region or to both of them an amount equal to the cost of constructing or providing any of the works required by this agreement as estimated by the Commissioner of Planning and Development in lieu of the Owner constructing or providing these works. This payment shall be made prior to the issuance of any building permits.

Additional
Works

10.2 If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.
Existing
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.
Occupancy

The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and

12.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.
Landscap-
ing and
Fencing

The Owner shall, in addition to all other landscaping required by this agreement, provide boulevard landscaping (which may include tree planting) on the boulevards of all public highways abutting the lands. The exact location and detailed specifications for this work shall be shown on the approved landscape and fencing plan required by this agreement.

13.2 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.3 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.4 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 is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.
Regional
Services

14.1 The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region"), that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall

be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

M.T.C.

14.2 The Owner shall, prior to the issuance of any building permits, obtain all necessary permits and approvals required by the Ministry of Transportation and Communications.

15.
Hydro
Services

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.

FINANCIAL

16.
City Capital
Contribu-
tions

16.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

Regional
Levies

16.2

16.2.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification, the levies set forth in Schedule G attached hereto, in the manner and at the times set forth in Schedule G and the Owner further agrees that the policies set forth in Schedule G shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

16.2.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

16.3 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 a building permit is issued.

17.
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.
Security Required: TO BE DETERMINED BY THE COMMISSIONER OF PLANNING AND DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.
Security Required: N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works or the Commissioner of Planning and Development and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works or the Commissioner of Planning and Development may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of:

17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid.

17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City.

17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works or the Commissioner of Planning and Development 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 or the Commissioner of Planning and Development as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works or the Commissioner of Planning and Development, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works or the Commissioner of Planning and Development 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 or the Commissioner of Planning and Development thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its 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 or the Commissioner of Planning and Development, whose decision shall be final. It is understood and agreed that such cost 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 or the Commissioner of Planning and Development pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 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.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least Two Million Dollars (\$2,000,000.00), exclusive of interest and costs;

18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;

18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from vibration (excluding pile driving), the removal or weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands.

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

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

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 all 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 land 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.

GENERAL

19.
Convey-
ances

19.1 The Owner shall, by no later than sixty (60) days from the date the rezoning by-law, required to permit the development of the lands in accordance with the site plan, comes into force or prior to the issuance of a building permit, whichever shall occur first, and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region, free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is or will be the registered owner thereof.

20.
Glare

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

21.
Snow
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

Indemnification

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.
The
Construction
Lien Act

23.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

nanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

28.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.


29.
Successors
and
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 Regional Municipality 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.

KANELLOPOULOS INVESTMENTS
LIMITED

(Print NAME of signatory)


BASILE KANELLOPOULOS TITLE
(President)

(Print NAME of signatory)

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
NUMBER 149-89
PASSED BY CITY
COUNCIL ON THE 12th
DAY OF JUNE 19 89


KENNETH G. WHILLANS MAYOR


LEONARD J. MIKULICH CLERK

THE REGIONAL MUNICIPALITY OF PEEL

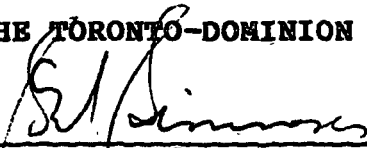
R. FRANK BEAN CHAIRMAN

DEBORAH E. TROUTEN CLERK

THE TORONTO-DOMINION BANK

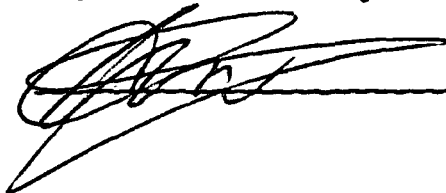
(Print NAME of signatory)

(Print NAME of signatory)



Steven M. Simmons

MANAGER
TITLE



Craig Lee

ACCOUNT MANAGER
TITLE

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Toronto, County of Peel), Parcel Block 102-2, in the Register for Section 43M-523, being part of Block 102, Plan 43M-523, designated as Parts 2 and 11 on Plan 43R-11597 and Parcel 14-5 in the register for Section 43-Tor.Twp.-1 (E.H.S.) being the part of Lot 14, Concession 1, East of Hurontario Street, designated as Parts 1 and 10 on Plan 43R-11597.

Subject to an easement as set out in Instrument No. 64063.

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	SPECIAL REQUIREMENTS TO BE SHOWN THEREON
1. SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Site Plan shall show, among other things, the exact location and detailed specifications for the following works:
1.1	vehicle access and circulation system to be approved by the City;
1.2	a mutual access to serve the lands to the east in a location aligned with the driveway on the south side of County Court Boulevard;
1.3	a 25 foot long transit pad to fill the area between the curb and sidewalk on the north side of County Court Boulevard at and east of Hurontario Street and an 8 foot by 16 foot transit pad to be installed north of the sidewalk on County Court Boulevard in the daylight triangle.
1.4	removal of existing curb cut and access drive and reinstatement with sod, curb and sidewalk; and
1.5	reinstatement of sidewalk continuous through the new access drive.
2. ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.
3. LANDSCAPE & FENCING PLAN	A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Landscape & Fencing Plan shall show, among other things, the exact location and detailed specifications for the following works:
3.1	Provision of continuance concrete curbs between all asphalt and landscaped areas;
3.2	Planting of boulevard trees on Hurontario Street; and
3.3	Fine grading and sodding of lawn area of existing building.

**DESCRIPTION
OF PLAN**

SPECIAL REQUIREMENTS TO BE SHOWN THEREON

**4. GRADING &
DRAINAGE PLAN**

A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Grading & Drainage Plan shall show, among other things, the exact location and detailed specifications for the following works:

- 4.1 Existing ground surface elevation for five and ten metres outside of the property boundary at 20 metre intervals;
- 4.2 Finished floor elevation of all adjacent buildings with the distance between building faces shown;
- 4.3 Direction of existing drainage on all adjoining properties;

**5. ENGINEERING
& SERVICING
PLAN**

A DETAILED ENGINEERING & SERVICING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

**6. FIRE
PROTECTION
PLAN (INCLUDING
INTERNAL AND
EXTERNAL FIRE
HYDRANTS**

A DETAILED FIRE PROTECTION PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

SCHEDULE D

SPECIAL PROVISIONS

1. The City shall transfer to the Owner the part of Block 116, Plan 43M-523 designated as Part 2 on a draft reference plan prepared by McConnell, Maughan Limited, Plan No. 302-88-2R.
0.3 METRE RESERVE

2. Prior to the issuance of a building permit, the Owner shall pay to the City the amount of \$4,556.00 representing a cost of \$33.33 per linear metre to be applied to the cost of widening the pavement on County Court Boulevard from Highway 10 to Havelock Drive.
CASH-IN-LIEU OF PAVEMENT WIDENING

3. The Owner agrees that the abutting lands owned by the Owner shall be used for the purposes of an existing office building and acknowledges that any additional development or redevelopment of the abutting lands will require a further rezoning and site plan agreement.
ABUTTING LANDS

4. The Owner agrees that notwithstanding the sign by-law of the City of Brampton, the Owner agrees to construct only one ground oriented sign exclusive of fascia signs and the owner agrees that all signs to be erected shall be subject to the approval of the Commissioner of Planning and Development. It is understood and agreed that any future change in a sign face shall require approval.
SIGNS

5. Prior to the issuance of a building permit, the Owner shall pay to the City the sum of \$5,600.00 in lieu of constructing a transit shelter. In the event that a transit component of the industrial/commercial levy is included prior to the installation of the shelter by the City, the City agrees to refund to the Owner the difference between the \$5,600.00 and the amount the Owner would have been required to pay as part of the transit component of the industrial/commercial levy had it applied at the time of the development application.
CASH-IN-LIEU OF TRANSIT SHELTER

SCHEDULE E

CERTIFICATE OF INSURANCE

THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that:

(Insured Party)

has comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least TWO MILLION DOLLARS (\$2,000,000.00) exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City [and the Region] as an additional named insured,
4. contains no exclusions for damage or loss from vibration, (excluding pile driving) the removal or weakening of support or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands at the foregoing location,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated _____, between Kanellopoulos Investments Limited, The Toronto-Dominion Bank, The Regional Municipality of Peel and The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

CITY CAPITAL CONTRIBUTIONS

1. Capital Contributions
The Owner covenants and agrees to unconditionally pay to the City without protest or qualification and prior to the issuance of any building permits for the lands by the City, and subject to adjustment as herein provided, a capital contribution of **Four Thousand, Seven Hundred and Eighty-one Dollars and no Cents (\$4,781.00) (November 11, 1986, Base)** per acre for the total acreage of the lands which is 0.74 acres.

2. In the event the total floor area of all the buildings proposed to be constructed on the lands exceeds fifty per cent (50%) of the total area of the lands, the Owner shall unconditionally pay to the City, without protest or qualification an additional capital contribution of \$0.2195 Dollars (November 11, 1986, Base) per square foot for each square foot of the total floor area of all of the pro-posed buildings in excess of fifty per cent (50%) of the total area of the lands. This additional capital contributionshall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with existing buildings on the lands, have a total floor area which exceeds fifty per cent (50%) of the total area of the lands.

3. These capital contributions are effective the 11th day of NOVEMBER, 1986, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year.

SCHEDULE G

REGION INDUSTRIAL AND COMMERCIAL LOT LEVY

1.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification and prior to the issuance of any building permits for the lands by the City, and subject to adjustment as herein provided, a lot levy of **Ten Thousand, Nine Hundred and Sixty Dollars and Twenty-four Cents (\$10,960.24) (August 1, 1988, Base)** per acre for the total acreage of the lands which is 0.74 acres.

2. In the event the total floor area of all the buildings proposed to be constructed on any lot within the plan, exceeds fifty per cent (50%) of the total lot area, the Owner shall unconditionally pay to the Region, without protest or qualification an additional lot levy of \$0.5032 Dollars (November 11, 1986, Base) per square foot for each square foot of the total floor area of the proposed buildings in excess of fifty per cent (50%) of the total lot area. This additional lot levy shall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with the existing buildings on the lot, have a total floor area which exceeds fifty per cent (50%) of the total lot area. For the purposes of this paragraph "lot" shall mean a lot as defined by the applicable zoning by-law.

3. These lot levies are effective the 1st day of AUGUST, 1988, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year.

4. Region industrial and commercial lot levies are subject to reduction provisions:

4.1 in the amount of \$2,408.34 per acre or \$0.1106 per square foot (August 1, 1988 base) for Sanitary Sewers when the development is outside the designated South Peel service area. This amount will be adjusted in accordance with paragraph 3.

4.2 in the amount of \$2,234.68 per acre or \$0.1026 per square foot (August 1, 1988 base) for water when the development is outside the designated South Peel service area. This amount will be adjusted in accordance with the paragraph 3.