



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 181-86

To authorize the execution
of an agreement (Main-Nelson
Holdings Ltd.)

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

1. The Mayor and Clerk are hereby authorized to execute an agreement dated June 28th, 1986 between Main-Nelson Holdings Ltd. and The Corporation of the City of Brampton respecting the reservation of monthly parking passes for the future Nelson Street West parking lot.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 14th day of July, 1986.

KENNETH G. WHILLANS, MAYOR

LEONARD J. MIKULICH, CLERK

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

WCC

DATE 7/14/86

SCHEDULE A

FIRSTLY:

The land situated in the City of Brampton in the Regional Municipality of Peel (formerly in the Town of Brampton, County of Peel) and being composed of the part of Lots 81 and 83 fronting on the north side of Nelson Street West, Block 12, according to a plan of subdivision registered in the Land Registry Office for the Registry Division of Peel (no. 43) as Plan BR-4, designated as Part 1 on a reference plan deposited in the said Land Registry Office as number 43R-7527.

SECONDLY:

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 Town of Brampton, County of Peel), and Province of Ontario and being composed of part of Lot "N" fronting on George Street and part of Lots 80, 81 and 82 fronting on Nelson Street according to registered Plan No. BR-4 for the said City, the boundaries of which said parcel may be described as follows:

PREMISING that the southeast limit of the Canadian National Railway right of way has an Astronomic Bearing of North 74 degrees 26 minutes East and relating all bearings quoted herein thereto, and

COMMENCING at an iron bar planted in the northeast limit of George Street where the same is intersected by the line of an existing boundary fence and which iron bar is distant 116 feet measured northerly along the said limit of George Street from the northwest limit of Nelson Street being also the southerly angle of Lot 80;

THENCE continuing along the northeast limit of George Street North 44 degrees 19 minutes West 161 feet and 4 inches to an iron bar planted in the southeast limit of the Canadian National Railway right of way;

THENCE NORTH 74 degrees 26 minutes East along the last said limit 209 feet and 10 inches to an iron bar planted in the same at its intersection with the line of an existing boundary fence.

THENCE SOUTH 50 degrees 57 minutes 30 seconds East along the last said limit 50 feet 7 1/2 inches to an iron bar planted in the same;

THENCE SOUTH 38 degrees 09 minutes 30 seconds West 11 feet and 2 1/2 inches to an iron bar planted at an angle in the same;

THENCE NORTH 45 degrees 50 minutes 30 seconds West 11 feet and 2 1/2 inches to an iron bar planted at an angle in the same;

THENCE SOUTH 40 degrees 33 minutes West along the line of the existing fence and its production 92 feet and 9 1/4 inches, more or less, to the point of commencement.

AND which said parcel is shown bordered yellow on a plan of survey attached to Instrument Number 28020 for Brampton.

4. In the event that Main-Nelson does not pay the amount required by clause 3(a) by the third day of any month, the City may proceed to sell Main-Nelson's monthly passes for that month to other persons or the City may make the parking spaces available to other persons on a daily bases.

5. All persons to whom a monthly pass is assigned under clause 3(b) shall comply with all regulations imposed by the City relating to the operation and use of the Nelson Street West Parking Lot, failing which the City may revoke that person's monthly pass.

6. Main-Nelson shall not assign a monthly pass to a person other than a tenant of the Main-Nelson building or an employee of one of its tenants. Main-Nelson shall not charge any such person a price higher than the prevailing City rate for a monthly pass.

7. In the event that Main-Nelson fails to comply with the provisions of section 6 of this agreement, the City may terminate this agreement effective the end of the month in which the breach of section 6 occurred.

8. In the event that the City decides to use the lands on which the Nelson Street West Parking Lot is located for a purpose other than a municipal parking lot, the provisions of this agreement shall then apply with respect to the closest municipal parking lot to the Main-Nelson building.

9. Main-Nelson may terminate this agreement on 30 days' notice in writing to the City.

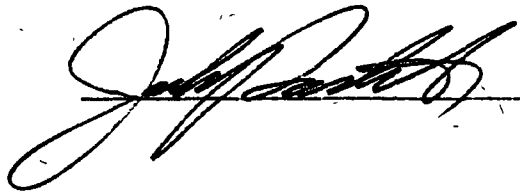
10. In the event that Main-Nelson sells the Main-Nelson building to a third party and desires to assign this agreement to such third party, it may do so after giving the City notice of its intention to assign this agreement. Except as expressly provided herein, Main-Nelson may not assign this agreement.

11. Any notices required by this agreement may be personally served or sent by registered mail to the City at 150 Central Park Drive, Brampton, Ontario L6T 2T9 to the attention of the Commissioner of Public Works and Building, and to Main-Nelson at

THIS AGREEMENT is binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

MAIN-NELSON HOLDINGS LTD.



THE CORPORATION OF THE CITY OF BRAMPTON

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

DATE 11/1/80

THIS AGREEMENT dated the 25th day of June, 1986.

BETWEEN:

MAIN-NELSON HOLDINGS LTD.
(hereinafter called "Main-Nelson")
OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter called "the City")
OF THE SECOND PART

WHEREAS Main-Nelson is proposing to construct a two storey building (hereinafter called the "Main-Nelson building") at the southwest corner of Main Street North and Nelson Street West in the City of Brampton;

AND WHEREAS Main-Nelson desires to obtain certain parking rights for itself and for Tenants of its building;

AND WHEREAS the City is developing a parking lot (hereinafter called the Nelson Street West Parking Lot) on the lands described in Schedule A hereto;

NOW THEREFORE in consideration of the mutual covenants herein contained, the Parties hereto AGREE AS FOLLOWS:

1. This agreement shall run for a term of 20 years commencing the 1st day of January, 1987, provided that Main-Nelson may postpone the commencement of the term for a period of up to 120 days upon written notice to the City.
2. For each and every month during the term of this agreement, the City shall reserve for the use of Main-Nelson and its tenants, the first 22 monthly passes to be issued in each month for the Nelson Street West parking lot.
3. Main-Nelson shall:
 - (a) pay to the City the prevailing rate for monthly passes for the Nelson Street West Parking Lot, which for 1986 shall be \$35.00 per pass per month, by the third day of each month of the agreement;
 - (b) provide the City with a list of all persons to whom Main-Nelson's monthly passes will be assigned, including the name, addresses and telephone number of each person, and the make, model and licence plate number of each person's vehicle, and shall advise the City in writing of any changes to the list.