

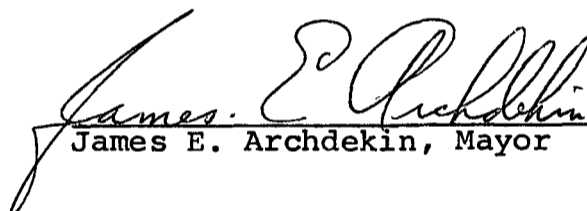
BY-LAW NUMBER 225-75

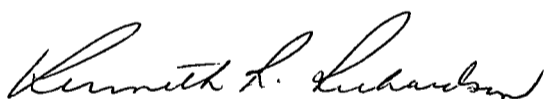
To authorize the execution of an Agreement between Bramnor Holdings Ltd., The Corporation of the City of Brampton, The Equitable Life Insurance Company of Canada and Dominion Life Assurance Company.

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 Bramnor Holdings Ltd., The Corporation of the City of Brampton, The Equitable Life Insurance Company of Canada and Dominion Life Assurance Company, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of November, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this  
15th day of October 1975

B E T W E E N :

BRAMNOR HOLDINGS 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 EQUITABLE LIFE INSURANCE COMPANY OF CANADA

and

DOMINION LIFE ASSURANCE COMPANY

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner represents that it is the owner of the lands shown on a survey attached hereto as Schedule "A" and that the Mortgagees named herein are the only mortgagees of the said property;

AND WHEREAS the Owner has applied to the City for rezoning of the said lands to permit the use of a building located on the said lands for certain medical and commercial purposes, but 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 premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform at its own expense the following matters and things.

SITE PLAN

The lands located on the west side of Bramalea Road and described as part of Lot 9, Concession 4, E.H.S., in the City of Brampton and more particularly shown on Schedule "A" to this agreement shall be developed in accordance with the site plan annexed hereto as Schedule "A" provided that the Official Plan Amendment and zoning by-law to be passed by the City of Brampton to permit the proposed development receive all necessary approvals.

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 indicated on the said schedule. While construction is under way on the building, 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 City Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. 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 will be responsible for any damage caused to roadways, curbs, pavements, boulevards and plantings thereon caused by the construction carried out on the Owner's

site by the Owner, its agents, servants and employees, subcontractors or material suppliers.

5. The final grade of the land 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 building, will be discharged to the satisfaction of the City Engineer. If required by the City Engineer, an internal system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer.

6. At no cost to the City, the Owner shall grant unto the City, free of encumbrance, the lands required for the future widening of Bramalea Road as shown on Schedule "A" annexed hereto. The Owner agrees that the pavement located on the lands to be conveyed to the City for road widening shall be removed by the Owner at its expense and the Owner will install a sidewalk and will landscape the boulevard in accordance with specifications of the City Engineer and the Director of Parks and Recreation when required by the City Engineer. It is intended that the sidewalk construction on the subject lands will take place to coincide with the sidewalk construction of the lands to the north and the south and it is anticipated that all such sidewalk construction will take place in the year 1976.

7. Detailed grading and landscaping plans for the lot and abutting boulevard will be filed by the Owner and be subject to the approval of the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to issuance of an occupancy permit. The Owner shall sod and landscape the lot and the abutting boulevard as shown on the landscape plan to be filed with the City and with the plans filed for the purpose of a building permit and as may be approved by the City. 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. Without limiting the generality of the foregoing, the Owner, for itself, its successors and assigns, covenants that it will plant, preserve and maintain the plantings as shown on Schedule "A" and the Owner further covenants for itself, its successors and assigns, that it will include in all future conveyances a covenant that the Grantee, his heirs, successors and assigns, will maintain and/or replace the said trees and landscaping as circumstances may require. This covenant shall bind and inure to the benefit of the heirs, successors and assigns of the various parties to whom any part of the lands made subject to the above restrictions shall at any time become or belong.

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

9. The Owner shall fence the boundary of the lands in Schedule "A" as and where required to the standard of the City.

10. In addition to the other landscaping requirements of this agreement, the Owner shall construct one or two walkways as shown on Schedule "A" and shall extend the walkway(s) over the City lands lying to the west of the lands shown on Schedule "A" to the curb on the east side of Madrid Crescent

11. It is the intention of the parties to this agreement that the landscaping on the boulevard abutting the site shall be maintained by the Owner and the Owner hereby covenants and agrees to be responsible for such maintenance.

OTHER APPROVALS

12. (a) The Owner shall enter into such arrangements 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 and other matters as the said Region may require. The City shall not issue any occupancy 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.

(b) 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 provided, however, that the electrical distribution system shall be underground. The City shall not be obligated to issue any occupancy permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into and other satisfactory arrangements have been made.

FINANCIAL

13. The Owner shall pay to the City prior to the issuance of any occupancy permit, in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region the sum of SIX HUNDRED DOLLARS (\$600.00). All fees collected under this paragraph shall be pro-rated between the City and the Region.

14. 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. The Owner agrees to provide the City with such security as may be required by the City Treasurer in a form satisfactory to the Treasurer in an amount equal to one hundred per cent (100%) of the cost of the work to be performed as may be specified by the City Engineer and as estimated by him to ensure the performance of such specified work prior to the commencement of such work.

GENERAL

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

17. 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 proceedings.

18. The Owner agrees that the building to be erected on the lands shown on Schedule "A" shall be used only in accordance with the relevant zoning by-laws of the City of Brampton and that at least fifty per cent (50%) of the usable floor space shall be used for doctors' offices and related medical uses included a medical laboratory.

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.

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.

BRAMNOR HOLDING LTD.

*D.C.S. Millar*  
D.C.S. MILLAR, PRESIDENT

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Richardson* MAYOR  
*Kenneth R. Richardson* CLERK

THE EQUITABLE LIFE INSURANCE COMPANY OF CANADA

*G. R. Blake*  
G. R. BLAKE, VICE-PRESIDENT & TREASURER

*R. Noble*  
R. NOBLE, ASSISTANT TREASURER, PROPERTY INVESTMENTS

DOMINION LIFE ASSURANCE COMPANY

*W. W. Wathen*  
Associate Treasurer

*Investment Superintendent*  
Investment Superintendent - Securities

*APW*  
APPROVED



ED

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BETWEEN

BRAMNOR HOLDINGS LTD.

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE EQUITABLE LIFE INSURANCE  
COMPANY OF CANADA

AND

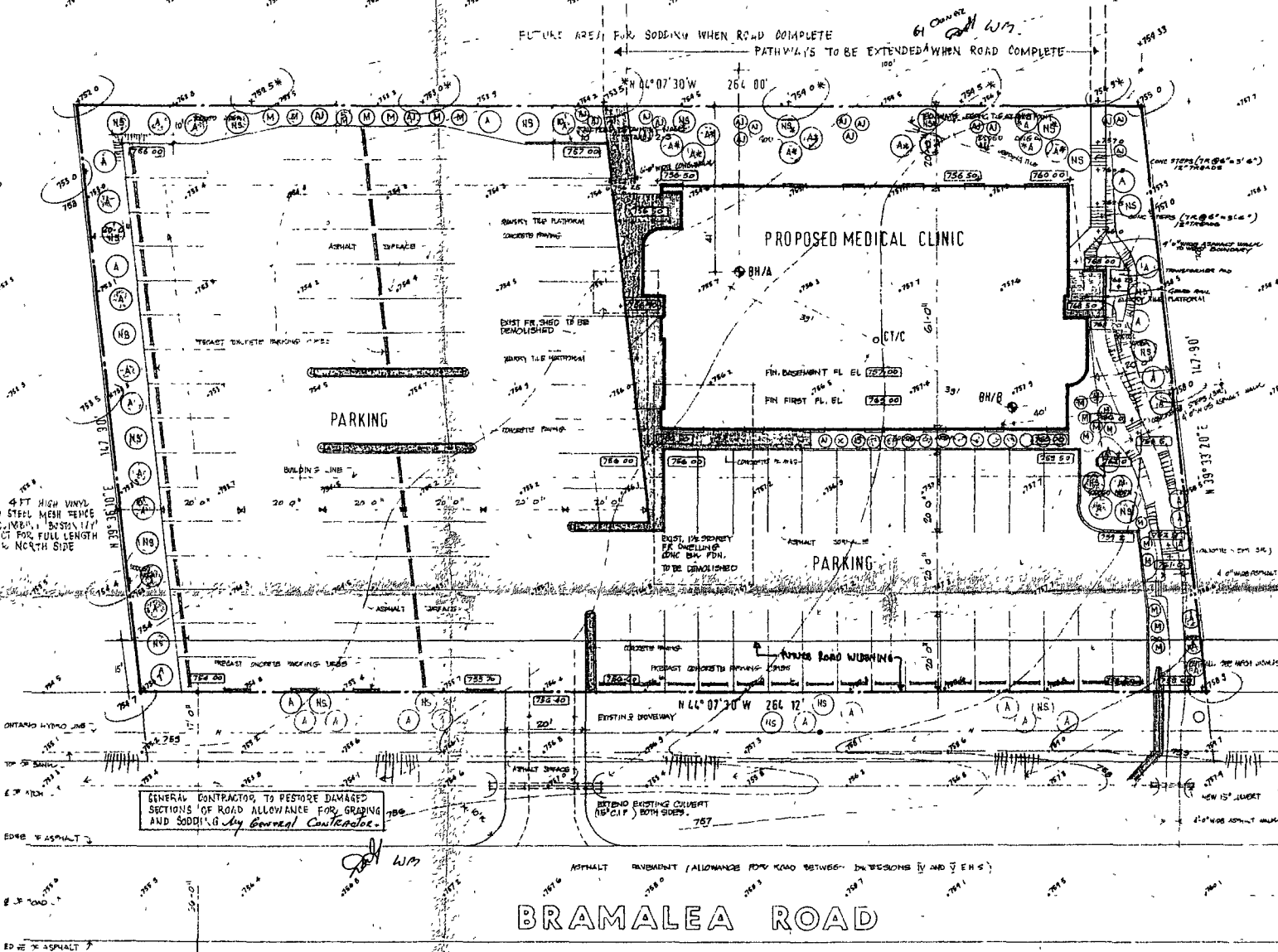
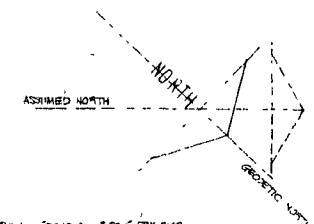
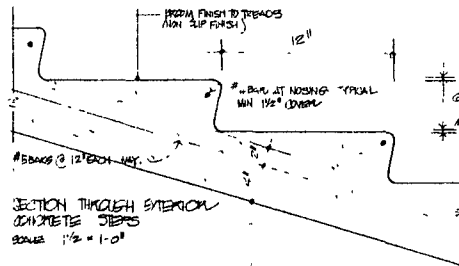
DOMINION LIFE ASSURANCE COMPANY

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A G R E E M E N T

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON  
24 QUEEN STREET EAST  
BRAMPTON, ONTARIO  
L6V 1A4



**STATISTICS:**

SITE AREA	1 ACRE
	= 089' x 38768 SF
ZONING	A1
BUILDING COVERAGE	16.32 %
FLOOR AREAS	1ST 6330 G.S.F.
	2ND 6330
	3RD 6330
	BASEMENT 6415
GROSS FLOOR AREA	25405
NET RENTABLE AREA	
PARKING	84 CARS
LANDSCAPE AREA	

**SCALE** 1" = 10 FT

INFORMATION ON THIS DRAWING WAS TAKEN FROM A SURVEY PREPARED BY DONALD B. ROBERTS - ONTARIO LAND SURVEYOR'S 1719 LAWRENCE AVENUE EAST TORONTO, ONTARIO M5S 2K2  
DATE OF HIS SURVEY: SEPTEMBER 24 1974  
BY ORDER IN ACCORDANCE WITH A PLAN & SURVEY BY J.L. DUMAS O.L.S. DATED SEPTEMBER 5 1973

SECTION OF TOWN OF BRAMPTON - 2ND OF EAST SIDE OF FIRE ALARMANT WEST SIDE OF BRAMALEA ROAD (OFFICE NORTH PARK DRIVE) ELEVATION 263.85'

PART OF LOT 101 CONCESSION TO EAST OF HUNTERIAO STREET TOWN OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL (FORMERLY TOWNSHIP OF CHINGACOUSOU COUNTY OF PEEL)

CITY OF BRAMPTON  
APPROVED  
Date *September 29/75*  
By *[Signature]*  
Parks & Recreation Dept.

IF THE CITY BEST COPY # 825-75589 BY WILLIAM TROTT AND ASSOCIATES LTD. 45 BAYVIEW ROAD, BRADDALE, ONTARIO PHONE NO. 749 1210 IS AVAILABLE AT THE ARCHITECT'S OFFICE SHOULD THE CONTRACTOR WISH TO MAKE FURTHER EXAMINATION OF THIS DRAWING.

**PLANTING CODE**

AUSTRIAN PINE (PINUS NIGRA)	HEIGHT 4'-5'
MUGHO PINE (PINUS MUGHO MUGHUS)	18'-24'
ANACRA JUNIPER (HORIZONTALIS PLUMOSA)	20'-30'
NORWAY SPRUCE (PICEA ABIES)	7'-8'

ELEVATIONS SHOWN THIS - REFLECT TOWNSHIP GRADING-ENGINEER'S DATA, ALONG LOT LINES  
ELEVATIONS SHOWN THIS - ESTIMATED

GENERAL CONTRACTOR TO RESTORE DAMAGED SECTIONS OF ROAD ALLOWANCE FOR GRADING AND SODDING *By General Contractor*

**SITE PLAN - LANDSCAPE** 5.9.75 PLANTING LAYOUT REVISED MOVING MARKED \* FROM WEST SIDE OF BUILDING TO EAST OF LOT LINE AS INDICATED

**DENIS BOWMAN ARCHITECT & PLANNER**  
NATIONAL BUILDING CODE LATEST REVISED EDITION  
KING SUMMIT - KING, ONTARIO L0S 1K0 - CANADA  
PHONE TORONTO 416 364-2026 PHONE KING 416 833-5402  
P 425 1011 74  
REV 15.9.75

EACH CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING ALL DIMENSIONS AND DETAILS AFFECTING HIS PORTION OF THE WORK. NO PARTIAL JOBS SHALL BE REPORTED TO THE ARCHITECT FOR A DECISION BEFORE PROCEEDING.



**ROBERTSON**