



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 262-92

To authorize the execution
of a lease with Credit Valley
Conservation Authority

The Council of The Corporation of the City of Brampton
ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute, in a form approved by the City Solicitor, a lease agreement dated October 29, 1992 between Credit Valley Conservation Authority and The Corporation of the City of Brampton of the lands described in Schedule A hereto for a term of twenty-five (25) years at a rent of One Dollar (\$1.00) plus payment of all applicable taxes and assessments.
2. This by-law shall not take effect until the approval of the Ontario Municipal Board under section 65(1) of the Ontario Municipal Board Act, R.S.O. 1990, c.O.28 has been obtained.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 23rd day of November, 1992.

PETER ROBERTSON MAYOR

LEONARD J. MIKULICH CLERK

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

WCC

DATE Feb 11 1993

SCHEDULE A to By-law 262-92

ALL AND SINGULAR those lands and premises located in the City of Brampton, in the Regional Municipality of Peel and being composed of Part of Lots 1, 2 and 3 on a Plan registered in the Land Registry Office for the Registry Division of Peel (No. 43) as Number 407, Part of Lots 24 through 36, 58, 59, 60 and 62 through 71, all inclusive, on a Plan registered in the above noted Registry Office as Number 307 and Part of Blocks A and B on Plan registered in the above noted Registry Office as Number G-23, which lands comprise Parts 1 through 14 and 16 through 19, all inclusive, according to a Reference Plan received and deposited in the above noted Registry Office on November 1, 1990 as Number 43R-18179.

SAVE AND EXCEPT Parts 1 and 2 according to a Reference Plan received and deposited in said Registry Office on November 28, 1990 as Number 43R-18243.

LEASE AGREEMENT

DATED at Meadowvale this 18th day of February, 1993

BETWEEN:

CREDIT VALLEY CONSERVATION AUTHORITY

(hereinafter called "CVCA")

The Lessor of the FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called "the City")

The Lessee of the SECOND PART

WHEREAS CVCA is a registered owner of lands and premises described in Schedule "A" attached hereto;

AND WHEREAS the City is desirous of leasing the said lands and premises;

AND WHEREAS for the purpose of accomplishing the objects of CVCA, the Executive Committee of CVCA has resolved to lease the said lands and premises to the City;

AND WHEREAS the approval of the Lieutenant Governor in Council to lease the said lands and premises has been obtained as evidenced by Order-in-Council Number 2985/92;

NOW THEREFORE this indenture witnesseth that in consideration of the mutual covenants herein contained and other good and valuable consideration the parties hereto agree one with the other as follows:

1. That CVCA hereby agrees to lease to the City the lands and premises as described in Schedule "A" hereinafter called the "lands and premises" at a rent of \$1.00 payment for a term of twenty-five years (25 years), which term shall commence from the date of approval of this lease agreement by the Lieutenant Governor in Council, being the day of, and shall be ended on the day of October 9, 2017.
2. That the City shall be responsible for all taxes, rates, duties and assessments whether Municipal, Parliamentary otherwise now or hereafter charged upon the leased lands and premises or upon buildings thereon or on the machinery or chattels therein or upon CVCA on account thereof, including Municipal taxes for local improvements.
3. That the City shall during the term of this lease well and sufficiently keep in repair and maintain the leased lands and premises including all buildings, fixtures and chattels belonging thereto or which at any time during this said term shall be erected therein or thereon, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

4. PROVIDED that if CVCA is of the opinion that the City is not properly maintaining such lands and premises CVCA may, upon forty-eight hours written notice to the City, enter upon the said lands and premises for the purpose of maintaining them and any costs incurred by CVCA by reason of so doing shall be paid to CVCA by the City forthwith on the demand thereof.

5. That CVCA, its servants and agents shall have the right at all reasonable times during the term of this lease to enter the leased lands and premises to examine condition thereof and if want of repair shall be found on such examination notice thereof will be given to the City, and the City shall, as soon as it is reasonably possible to do so, sufficiently repair in accordance with such notice. Failure to repair shall provide CVCA with the right to repair at the expense of the City as provided in the paragraph immediately preceding.

6. That the City shall use the leased lands and premises for park or other recreational purposes only with the necessary administration and supervisory accommodation in connection therewith and for no other purpose except with the approval in writing of CVCA first had and obtained.

7. That the City agrees that no permanent building shall be erected on the lands and premises without the consent in writing of CVCA first had and obtained, which consent, if given, shall be required for both the location and the type of any such building.

8. That the City shall not place nor dump fill of any kind on the leased lands and premises, nor shall it change, divert nor interfere in any way with any existing channel of a river, creek, stream or watercourse without the consent and approval of the CVCA first had and obtained.

9. That the City shall not have the right to assign nor sublease the lands and premises covered by this lease without the prior written approval of the CVCA first had and obtained, it being understood that the granting of such approval shall be in the sole discretion of CVCA and may be unreasonably withheld.

10. That the City covenants and agrees to indemnify and save harmless CVCA of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by, or imposed upon CVCA or its property, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with or rising out of the City's use, occupancy or maintenance of the lands herein described or any structure thereon or out of any operation connected therewith or in respect of any accident, damage or injury to any person, animal or thing by, from, or on account of the same, and notwithstanding the fact that the same may have been approved by CVCA, its servants or agents. It being the understanding of the parties hereto that the intention of this paragraph is to indemnify fully CVCA from

all liability with respect to the said lands and premises. The City further agrees that it shall pay all legal costs incurred by CVCA in defending itself against any actions brought against the CVCA as a result of the use or occupation of the said lands and premises by the City and such costs shall be paid by the City on a solicitor and his own client basis.

11. That the City agrees that it shall not without the approval of CVCA first had and obtained erect any signs on the said lands and premises. It being agreed that upon any such sign shall be displayed the name of CVCA in such a manner and size as is dictated by CVCA from time to time.

12. (a) If any dispute, difference or question shall arise between the parties or any of their legal representatives touching this lease agreement or the construction, meaning or effect of this lease agreement or anything herein contained, or the rights or liabilities of the parties or their legal representatives under this lease agreement or otherwise in relation to this lease agreement, then every such dispute, difference or disagreement shall be referred to a single arbitrator, if the parties hereto agree upon one, but should the parties or their legal representatives be unable to agree upon the identity of such single arbitrator, then such dispute, difference or disagreement shall be referred to a single arbitrator to be appointed by the Regional Senior Judge of the Central West Region of the Ontario Court (General Division), which arbitrator shall conduct the arbitration pursuant to the Arbitrations Act, R.S.O., 1980, chapter 25 and amendments thereto, and every award or determination thereof shall be final and binding on the parties hereto, their successors and assigns and there shall be no appeal therefrom.

(b) In any such dispute, difference or question, the arbitrator appointed hereunder shall be allowed unfettered and unlimited discretion to determine in each and every case the solution which best balances the competing interests of the parties to the arbitration and the arbitrator shall not be bound by any legal precedent in such determination.

PROVISO for re-entry by the said CVCA for non-payment of rent or non-performance of covenants.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals attested by the hands of their proper signing officers duly authorized in accordance with their own respective procedure in that behalf.

CREDIT VALLEY CONSERVATION AUTHORITY

Per: [Signature]
Chairman

Per: [Signature]
General Manager

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
Mayor

Per: [Signature]
Clerk

APPROVED AS TO FORM LAW DEPT. BRAMPTON
WCC
DATE 11/23

AUTHORIZATION BY-LAW
NUMBER 262-92
PASSED BY CITY COUNCIL ON THE 23rd DAY OF November 1992

SCHEDULE "A"

LEGAL DESCRIPTION OF

PART OF LOTS 1, 2 AND 3, REGISTERED PLAN 407

PART OF LOTS 24 THROUGH 36, 58, 59, 60
AND 62 THROUGH 71

REGISTERED PLAN 307

AND

PART OF BLOCKS A AND B, REGISTERED PLAN G-23 CITY OF
BRAMPTON, REGIONAL MUNICIPALITY OF PEEL

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Save and except Parts 1 and 2 according to a Reference Plan received and deposited in said Registry Office on November 28, 1990 as Number 43R-18243.