



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

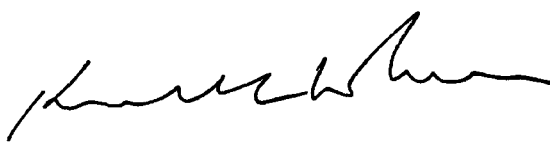
*Number* 275-83  
to authorize the execution of an  
agreement between 356542 Ontario  
Limited, The Corporation of the  
City of Brampton, 356541 Ontario  
Limited

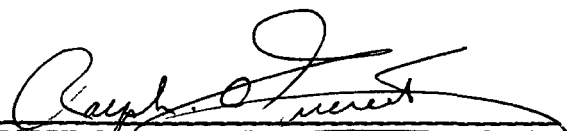
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The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated October 12th, 1983 between 356542 Ontario Limited, 35641 Ontario Limited and The Corporation of the City of Brampton, 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 October , 1983.

  
KENNETH G. WHILLANS MAYOR

  
RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this  
12<sup>th</sup> day of OCTOBER, 1983.

B E T W E E N :

356542 ONTARIO LIMITED, a company  
incorporated under the laws of the  
Province of Ontario

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

YET TO BE DECIDED

hereinafter called the "Mortgagees"

OF THE THIRD PART

A N D

356541 ONTARIO LIMITED, a company  
incorporated under the laws of the  
Province of Ontario.

hereinafter called "356541"

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A-1 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 50-82 passed pursuant to section 40 of the Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

AND WHEREAS 356541 is the Owner and Loblaw's Limited (hereinafter referred to as "Loblaw's") is the Lessee of the lands more particularly described in Schedule A-2 annexed hereto.

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, 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, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.

Approved  
Site  
Plan

2.1 The Owner covenants and 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 325, as amended, shall apply.

Rezoning

2.2 In the event an Official Plan amendment and rezoning is required to permit the development of the lands in accordance with the site plan, this agreement, subject to the provisions of paragraph 2 of Schedule D, shall be conditional upon this Official Plan amendment and a rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

356541

2.3 The provisions of paragraph 2 of Schedule D to this agreement shall be the only provisions contained in this agreement which affect or are binding upon 356541.

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 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.

4.  
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

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.

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 drive-ways, 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.

8.

Storm  
Drainage

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.

9.

The Owner shall, at its own expense:

Approved  
Plans

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, the Commissioner of Buildings and By-law Enforcement, 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 Enforcement and the Commissioner of Planning and Development as the case may be.

9.3 in the event 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, any such plan, when approved, 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.

10.  
Addi-  
tional  
Works

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 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 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 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 permit the occupation of any building or parts thereof hereafter erected on the lands:

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 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

13.1 The Commissioner of Planning and Development may in his sole discretion not require the landscape plan required by this agreement to be approved prior to the issue of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted and approved by the Commissioner of Planning and Development prior to the issue of an occupancy permit for any building or parts thereof as shown on the site plan prior to the issue of an occupancy permit as required by the City's by-laws and the Owner further acknowledges that this occupancy permit will not be issued until the landscape plan is approved.

13.2 All landscaping shown on the approved landscape 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.

13.3 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 plan referred to in Schedule B attached hereto, or shall be shown on the landscape 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 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.

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.

Taxes

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  
PERMIT.

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

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 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 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 there are no outstanding or potential lien claims 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 sub-contracts 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, 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 as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works 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 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, 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 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 One Million Dollars (\$1,000,000.00), 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 blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and

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. 19.1 The Owner shall, prior to the issuance of any  
Convey- building permits and at its own expense, including all  
ances 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 re-  
ferred to in Schedule C attached hereto.

Solicitor's 19.2 The Owner shall provide the City with a  
Certificate 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. All floodlighting on the land shall be de-  
Glare signed and oriented so as to minimize glare on adjacent  
roadways and other properties.

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

22. The Owner shall indemnify the City against all ..  
Indemni- actions, suits, claims, demands and costs, whatsoever  
fication 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 agree-  
ment.

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.

23.1 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.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

24. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

25. The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

26. 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. Each provision

Agreement  
Binding

By-laws

Affected

Lands

of this agreement shall be construed as separate and severable from every other provision hereof and in the event provision is found for any reason not to be enforceable, it shall in no way affect the enforceability of any other provisions hereof.

Cost of  
Registra-  
tion

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

28.  
Mortgagees

28.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

28.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either along or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

28.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop

the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted 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.

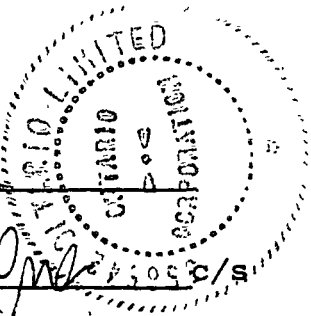
29. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional 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.

356542 ONTARIO LIMITED

Per:

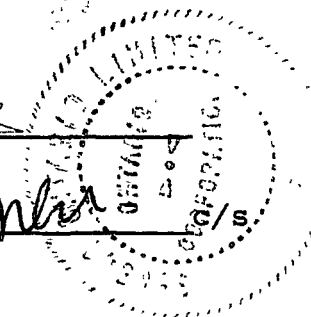
*[Signature]*  
*John Wagner* c/s



356541 ONTARIO LIMITED

Per:

*[Signature]*  
*John Wagner* c/s



THE CORPORATION OF THE CITY OF BRAMPTON

Per:

*[Signature]*  
*[Signature]* c/s  
OCT 18 1983

Per:

\_\_\_\_\_ c/s

Mortgagee.

<b>AUTHORIZATION BY-LAW</b>	
NUMBER	<u>275-83</u>
<b>PASSED BY CITY</b>	
COUNCIL ON THE	<u>12<sup>th</sup></u>
DAY OF	<u>OCTOBER</u> 19 <u>83</u>

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, the County of Peel), being composed of:

FIRSTLY:

that part of Dale Avenue (formerly Lowes Avenue) according to a plan of subdivision registered in the Land Registry Office for the Land Registry Division of Peel (No. 43) as D-12, more particularly designated as Part 8 on a Reference Plan deposited in the said Land Registry Office as No. 43R-10580, and

SECONDLY:

the whole of Block 6 according to a plan of subdivision registered in the said Land Registry Office as No. A-21, more particularly designated as Part 2 on a Reference Plan deposited in the said Land Registry Office as No. 43R-4402.

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, the County of Peel), being composed of all of Block 14, according to a plan of subdivision registered in the Land Registry Office for the Land Registry Division of Peel (No. 43) as A-21, more particularly designated as Part 1 on a Reference Plan deposited in the said Land Registry Office as No. 43R-4402.



SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT				
ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

The Owner shall convey to the City a widening of Isabella Street North and Main Street North of ten and thirteen (10 and 13) metres respectively. These lands are included in the exchange of lands provided for by paragraph 2 of Schedule D to this agreement.

SCHEDULE D

SPECIAL PROVISIONS

1.                   The Owner covenants and agrees that the lands  
Concept           shall be developed only in substantial accordance with  
Site Plan       the concept site plan attached hereto as Schedule D-1.  
The Owner further acknowledges and agrees that building  
permits will not be issued 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 By-law 50-82.

2.                   2.1           The concurrent conveyance of lands provided for  
Exchange       in paragraph 2.2 of Schedule D of this agreement is  
of Lands       conditional upon:

2.1.1   the approval of the Official Plan amend-  
ment and the coming into force of a zoning  
by-law permitting the development of the  
lands in accordance with the provisions of  
the concept site plan attached hereto as  
Schedule D-1.

2.1.2   Loblaws entering into an agreement with  
the Owner and 356542 under which:

2.1.2.1   it consents to the Official Plan  
and by-law amendments referred to  
to in paragraph 2.1.1 and agrees  
not to object to or in any way  
inhibit the approval of the Official  
Plan amendment and the coming into  
force of the zoning by-law amendment.

2.1.2.2   it consents to the exchange of lands  
referred to in paragraph 2.2 of  
Schedule D hereof and releases the  
Owner and 356541 from any and all claims  
whatsoever that it may have against them  
as a result of the said concurrent  
conveyance of lands.

2.1.3 The Conditions contained in paragraphs 2.1.1 and 2.1.2 are inserted for the sole benefit of the Owner and 356542 and may be waived by them in their sole discretion.

2.2 The City shall convey to the Owner in fee simple free of all encumbrances that part of Dale Avenue stopped up and closed by By-Law 13-83, more particularly designated as Part 8 on Reference Plan 43R-10580 and the Owner and 356541 as their interests may appear, shall concurrently convey to the City in fee simple free of all encumbrances those parts of Blocks 6 and 14 according to a plan of subdivision No. A-21 and designated as Parts 1, 2, and 5 on Reference Plan 43R-10580.

2.3 This mutual and concurrent exchange of lands between the City and the Owner and 356541 shall take place thirty (30) days following the date the amending by-law referred to in paragraph 2.1 comes into force, provided however, and notwithstanding the conditions contained in paragraph 2.1.1, this closing shall, if requested by the City in writing, and if the condition in paragraph 2.1.2 has been satisfied, take place at a date on or before October 7th, 1983 and the Owner and 356541 shall be deemed to have waived the aforesaid condition in paragraph 2.1.1. In the event the said closing takes place prior to the said by-law coming into force, the City agrees that:

2.3.1 it will appear in support of the said by-law in any proceedings required to obtain final approval thereof pursuant to the Planning Act, R.S.O. 1980 and amendments thereto; and in the event the final aproval cannot be obtained as provided, the said conveyances by the Owner and 356541 shall be treated as an expropriation on consent and the Owner and 356541 shall be

entitled to make a claim under the Expropriations Act, R.S.O. 1980, as amended, for any compensation in addition to the lands conveyed to the Owner pursuant to this agreement to which they may be entitled by reason thereof.

2.4 Any delivery of documents to be given to the parties hereto shall be good and sufficiently given if delivered to the parties in care of the respective solicitors.

2.5 The deed or transfers in respect of each of the conveyances provided for herein shall be prepared by and/or at the expense of the party conveying.

2.6 On closing, each party conveying pursuant to the terms hereof, shall deliver vacant possession of the lands so conveyed to the grantee thereof.

2.7 The City shall commence construction of the extension of Vodden Street within ninety (90) days from the date of completion of the aforementioned concurrent conveyance of land and shall complete the construction on or before June 30th, 1984. During the period of such construction, the City shall provide and maintain at its own expense access from Highway No. 10 to the lands owned by 356541 and leased to Loblaws and to the lands if necessary for the development and use of the lands in accordance with the provisions of the concept site plan attached hereto as Schedule D-1. The City shall, upon complete of construction, establish Parts 1, 2, 3, 4, and 5, Plan 43R-10580, as public highways.

3. The Owner agrees that there shall be no outside storage of refuse or garbage permitted on the lands and that all refuse and garbage collection and storage facilities shall be located within the building to be constructed on the lands.

4.  
Driveway  
Access

4.1 The Owner acknowledges and agrees that driveway access from the lands to Main Street North may incorporate either:

4.1.1. a mutual driveway design and implementing easements with the abutting lands to the south, or

4.1.2. two independent driveways.

4.2 The final driveway access for the lands shall be shown on the detailed site plan required to be approved pursuant to this agreement.

4.3 In the event that an independent driveway is constructed, the Owner shall, at its own expense, provide landscaping and a screen fence or wall along the southerly property limit. The location, design and specifications for this landscaping and fence or wall shall be shown on the landscape plan required to be approved pursuant to this agreement.

4.4 Notwithstanding the final type of driveway access chosen, the Owner shall install, at its own expense, screen fencing or a wall and landscaping along the southerly property limit of the lands adjacent to or abutting the residential use on Isabella Street. The exact location, design and specifications for this fencing or wall and landscaping shall be shown on the landscape plan required to be approved pursuant to this agreement.





Sidewalk

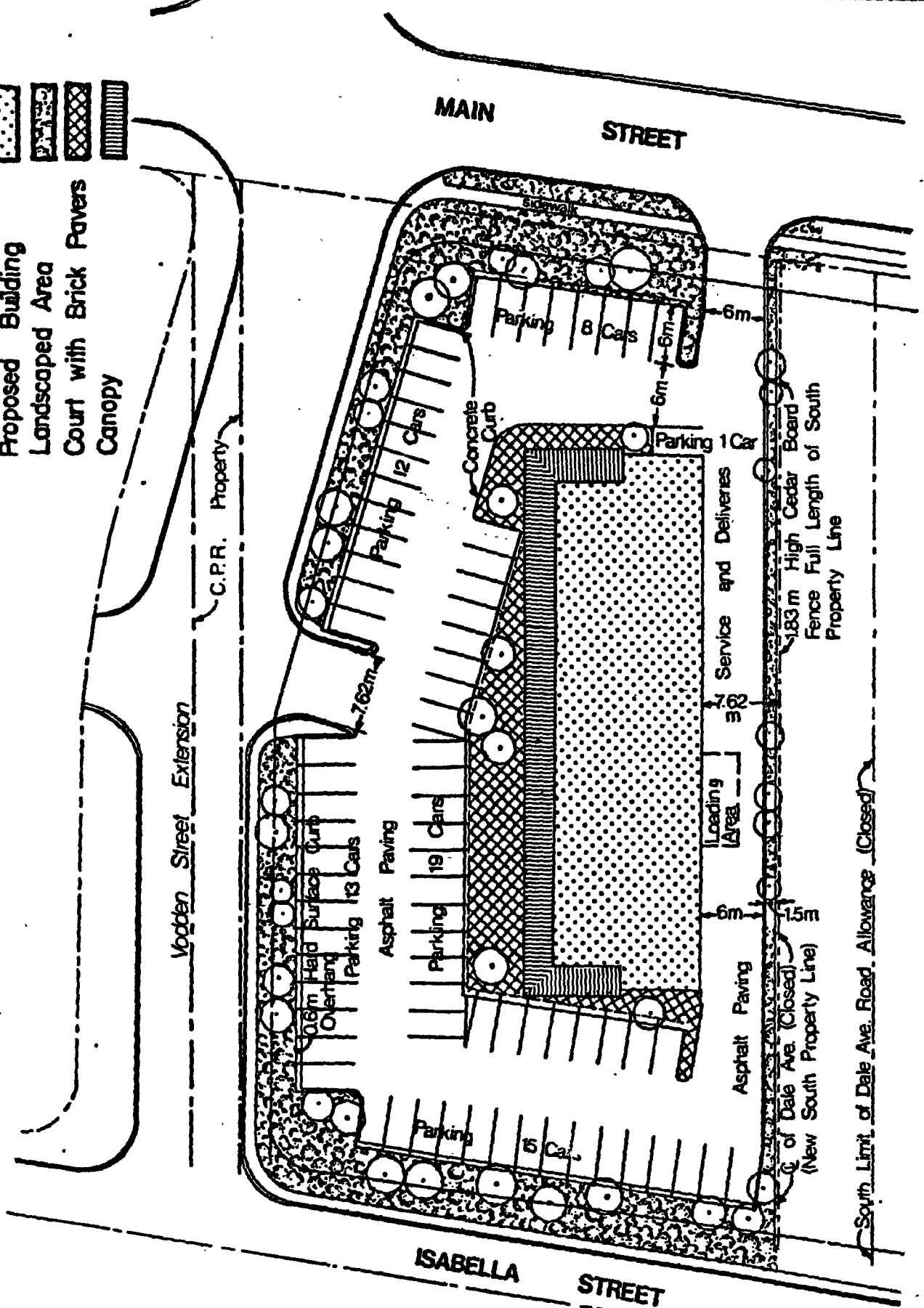
The Owner shall, at the option of the Commissioner of Public Works, either construct sidewalks on the Isabella Street and Main Street North frontages of the lands or make a cash payment in lieu, in an amount satisfactory to the Commissioner of Public Works for the

construction of the sidewalks. In the event it is determined that the Owner shall construct the sidewalks, the locations, design and specifications for them shall be shown on the final site plan required to be approved pursuant to this agreement.

6. The Owner shall provide, at its own expense, Boulevard boulevard landscaping, including street trees on Isabella Landscap- Street and Main Street North. This landscaping work shall ing be shown on the landscape plan required to be approved pursuant to this agreement.

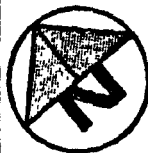
LEGEND

-  Proposed Building
-  Landscaped Area
-  Court with Brick Pavers
-  Canopy



CHELSEA HOMES

Site Plan



1:570

CITY OF BRAMPTON  
Planning and Development

Date: 83 01 11

File no. C1W7.7

Drawn by: RB

Map no. 42-62B



DATED: \_\_\_\_\_

356542 ONTARIO LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

AND

356541 ONTARIO LIMITED

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A G R E E M E N T

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CITY OF BRAMPTON,  
LAW DEPARTMENT,  
150 CENTRAL PARK DRIVE,  
BRAMPTON, ONTARIO.  
L6T 2T9