



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

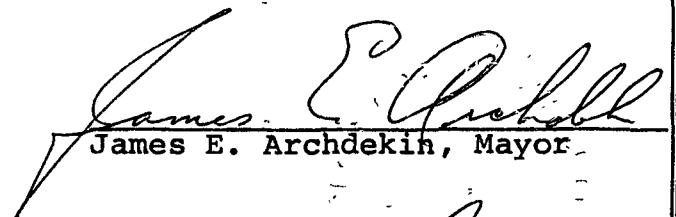
Number 41-78


A By-law to authorize an Agreement between Gulf Oil Canada Limited, The Corporation of The City of Brampton, The Regional Municipality of Peel and Angelo Tashos, John Michael, and James Georges.

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 Gulf Oil Canada Limited, The Corporation of The City of Brampton, The Regional Municipality of Peel and Angelo Tashos, John Michael, and James Georges, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 20th day of February, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 17th

day of February 1978.

B E T W E E N :

GULF OIL CANADA LIMITED

hereinafter called the 'Lessee'

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

ANGELO TASHOS, JOHN MICHAEL, AND JAMES GEORGES

hereinafter called the 'Owner'

OF THE FOURTH PART

WHEREAS the Lessee warrants that it has entered into a written Offer to Lease for the lands of the Owner described in Schedule 'A' annexed hereto and shown on a survey annexed hereto as Schedule 'B';

AND WHEREAS the Lessee will become the actual Lessee of the said lands at such time as the rezoning of a portion of the said lands by the City is finalized, or shortly thereafter, as set out in the said Offer to Lease;

AND WHEREAS the Owner and the Lessee has applied to the City for a rezoning of a portion of the said lands and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Lessee 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 covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the said lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located at the south-west corner of Steeles Avenue and Highway No. 10 in the City of Brampton being the lands described in Schedule 'A' annexed hereto and the lands shown on Schedule 'B' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'C' to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.
2. The Lessee shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule 'C' to those locations shown on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice 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 Lessee. 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 Lessee shall use only such locations for access for construction purposes as the Regional Engineer may approve.
4. The Lessee 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 other material. The City Engineer may give the Lessee twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Lessee forthwith upon being invoiced therefore by the City Engineer.

5. The Lessee will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Lessee, its agents, servants, employees, subcontractors or material suppliers.

6. The final grade of the lands 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 buildings will be discharged into the trunk sewer system in a manner satisfactory to the appropriate authorities. If required by the City Engineer, a system of storm water sewers shall be installed by the Lessee to the satisfaction of the City Engineer and shall be connected to the trunk sewer system of the City.

7. Detailed grading, building and landscaping plans for the lands shown on Schedule 'B' will be filed by the Lessee and be subject to the approval of the City Engineer, City Director of Parks and Recreation, the City Building and Zoning Co-ordinator prior to the issuance of a building permit. The Lessee shall, to the satisfaction of the City Director of Parks and Recreation and the City Engineer, construct ramps, curbs, sidewalks and sod, landscape and fence the lands as shown on the grading, building and landscape plan to be filed with 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 Lessee 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 Lessee covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along Steeles Avenue and Highway No. 10 adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule 'C'.

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 Lessee agrees that the median on Steeles Avenue to the north of the subject property shall be closed in accordance with the specifications and requirements of the Regional Municipality of Peel and the Lessee agrees to prepare all necessary plans and perform all necessary work to effect the said closing in accordance with the requirements of the Regional Municipality of Peel at the Lessee's expense.

10. The Lessee shall extend the median on Highway No. 10 southerly past the entrance to the Lessee's lands from Highway No. 10, in accordance with the specifications and requirements of the Ministry of Transportation and Communications Engineer and the Lessee agrees to prepare all necessary plans and perform all necessary work to effect the said extension in accordance with the requirements of the said Engineer at the Lessee's expense.

OTHER APPROVALS

11. The Lessee shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, storm sewers, fire hydrants and necessary valves and appurtenances to service the lands, road-works and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that widenings have been granted to the Region and that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

12. The Lessee 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 such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not issue any building permits until provided with confirmation

by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

13. The Owner and the Lessee agree 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.

The Lessee shall pay to the City, prior to the issuance of a building permit, in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, a fee of \$600.00. All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

15. Notwithstanding any of the provisions of this agreement, the Owner and the Lessee shall be subject to all the by-laws of the City of Brampton insofar as they are not inconsistent with the City's zoning by-law which has been enacted and passed by the City specifically with respect to the use of the lands herein.

16. The Lessee and 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 Lessee and the Owner in any such proceeding.

The Owner agrees to convey to the Region, free and clear of all encumbrances, that portion of the road widening shown on Schedule 'B' as Part 4, which is adjacent to Steeles Avenue. The Owner agrees to convey to the Ministry of Transportation and Communications, free and clear of all encumbrances, that portion of the road widening shown on Schedule 'B' as Part 3, which is adjacent to Hurontario Street. Provided nevertheless the Owner, Lessee, and all those lawfully entitled

therein, shall have a right-of-way over Parts 3 and 4 aforesaid until such time as those parts are dedicated as part of the public highway system.

18. The Lessee and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Lessee,
- (b) one member to be appointed by the City Council,
- (c) one member to be appointed jointly by the Lessee and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Lessee shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

19. The Lessee acknowledges that the City will require a sidewalk along the south side of Steeles Avenue and the Lessee agrees to construct the said sidewalk to the specifications of the City at such time as the City determines that sidewalk construction is appropriate and notifies the Lessee.

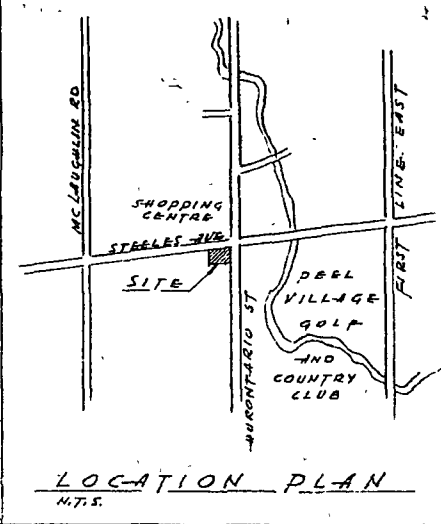
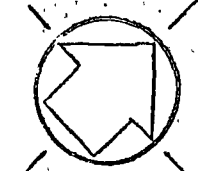
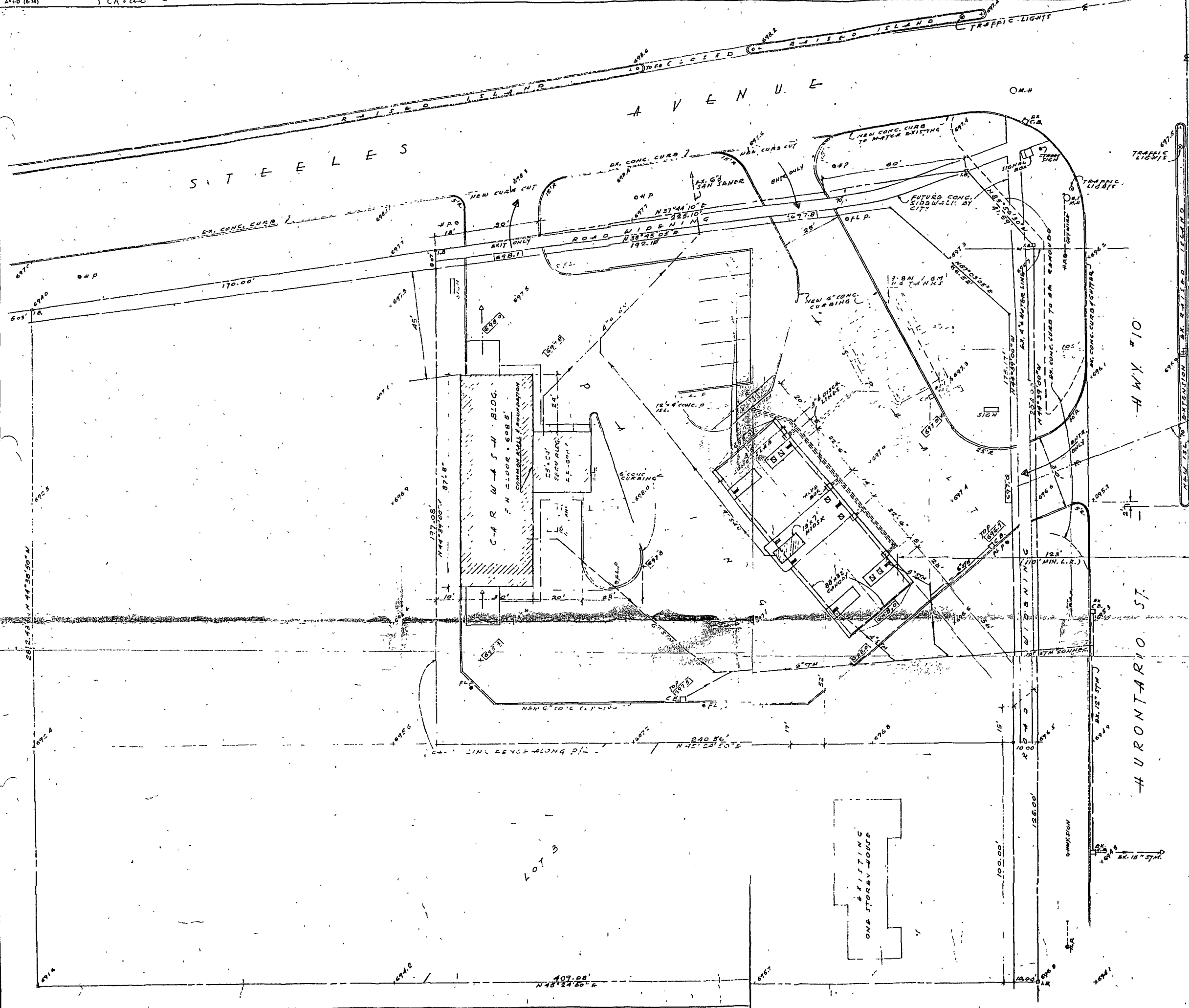
20. The Owner joins herein to consent to the terms herein and covenants and agrees that in the event that the Owner acquires the reversionary interest in the lease or upon expiration of the term of the lease, it shall be required to comply with the terms herein to the same extent as if it had joined as Lessee.

21. The covenants, agreements, conditions and undertakings herein contained on the part of the Lessee and the Owner shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

SCHEDULE 'A'

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Town of Mississauga in the County of Peel) being composed of Parts of Lots 1 and 2, on a Plan registered in the Land Registry Office for the Land Registry Division of Peel (No. 43) as Number 347, designated as Part 1 on a plan of survey deposited in the said Land Registry Office as No. 43R-

Together with a right-of-way over part of said Lots 1 and 2 on Plan 347 designated as Parts 3 and 4 on said Plan 43R- until such time as Parts 3 and 4 are dedicated as part of the public highway system.



- NOTES**
- THIS DRAWING PREPARED FROM SURVEY PLAN OF LOTS 2, 3 AND PART OF LOT 1, RE PLAN 547, CITY OF MISSISSAUGA, REGIONAL MUNICIPALITY OF DEEL, MADE BY L.S. LOGIN O.L.S. DATED FEB. 23, 1976
 - PROPOSED NEW GRADE ELEVATIONS SHOWN BOXED
 - FOR LANDSCAPING AREAS AND DETAILS SEE DWG. 77-3212

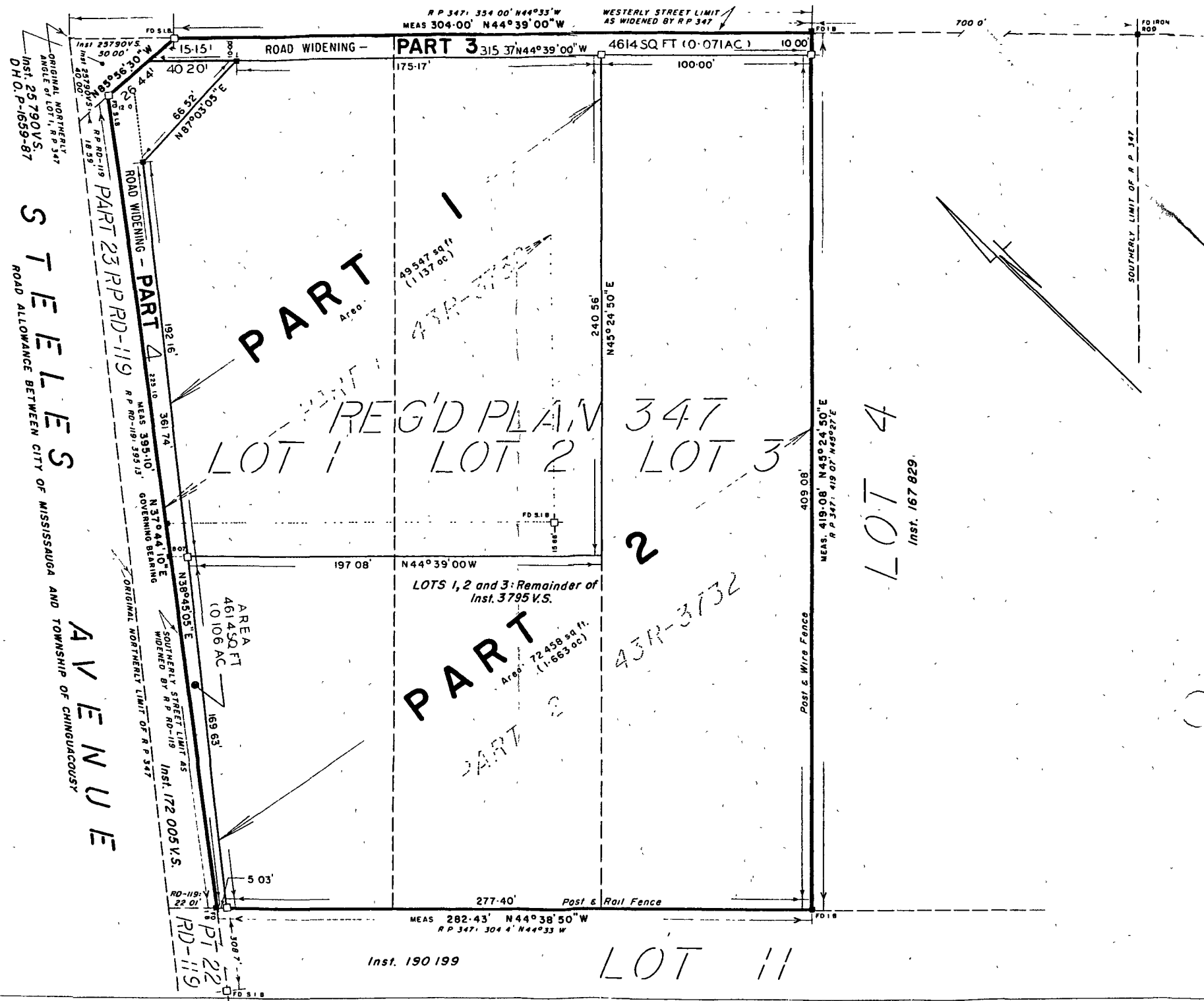
REVISION	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
3	JAN 18/78	TRAFFIC ISL EXTENSION SHOWN ON HWY 10	LD	
2	JAN 9/78	REV. SAN DRAIN W/ SIDEWALK SECTION	LD	
1	OCT 25/77	REV. PROJ. LINES & RELOC. CAR WASH. AND	LD	

GULF OIL CANADA LIMITED

TITLE P.L. LOT PLAN		DEPARTMENT ENGINEERING
FOR CAR WASH AND GALLERY		AREA NO.
HURONTARIO ST (HWY. 10) & STEELES AVE		CLASS NO.
B.R.A.M.P.T.O.N. - ONT.		PROJ. NO.
DATE MARCH 24, 1978		SCALE 1" = 20' - 0"
DRAWN BY LD	CHECKED CH. DRAFTER	SECTION NO.
DRAWN AT CENTRAL REGION	CHECKED ENGINEER	APPROVED BY

77-3052

HURONTARIO STREET -- THE KING'S HIGHWAY No 10



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER PART II OF THE REGISTRY ACT.

DATE

L. S. LOGINSKY
 ONTARIO LAND SURVEYOR

RECEIVED AND DEPOSITED

PLAN 43R-

DATE

LAND REGISTRAR FOR THE REGISTRY DIVISION OF PEEL (No 43)

PLAN OF SURVEY OF
LOTS 2, 3 AND PART OF LOT 1,
REGISTERED PLAN 347,
CITY OF MISSISSAUGA,
REGIONAL MUNICIPALITY OF PEEL,
formerly TOWNSHIP of TORONTO, COUNTY of PEEL.

SCALE: 1" = 40'
 L. S. LOGINSKY, O.L.S.
 1978

NOTE.
 BEARINGS SHOWN HEREON ARE ASTRONOMIC AND ARE REFERRED TO THE N 37°44'10"E OF THE SOUTHERLY LIMIT OF STEELES AVENUE AS WIDENED BY AND SHOWN ON R.P. RD-119

—○— denotes STANDARD IRON BAR
 —●— denotes 5/8" sq IRON BAR

ALL HANGING LINES HAVE BEEN VERIFIED

CAUTION.
 THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF SECTION 29, 32 OR 33 OF THE PLANNING ACT

SCHEDULE.

PART	LOT	REG'D PLAN
PART 1	1 and 2	REG'D PLAN 347
PART 2	1, 2 and 3	
PART 3	1, 2 and 3	

SURVEYOR'S CERTIFICATE.
 I HEREBY CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER;
- THE SURVEY WAS COMPLETED ON THE DAY OF 1978

L. S. LOGINSKY
 ONTARIO LAND SURVEYOR

L. S. LOGINSKY L.
 CONSULTING ENGINEER - ONTARIO LAND SURVEY
 1221 ALBION ROAD, REXDALE, ONTARIO
 TEL 741-1016 M9V 1J
 Date JANUARY 12, 1978 File S574-7;

DATED: February 17, 1978

GULF OIL CANADA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

ANGELO TASHOS, JOHN MICHAEL,
AND JAMES GEORGES

A G R E E M E N T

PASSED February 20 1978



BY-LAW

No. 41-78

A By-law to authorize an Agreement between Gulf Oil Canada Limited, The Corporation of The City of Brampton, The Regional Municipality of Peel and Angelo Tashos, John Michael, and James Georges.