



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

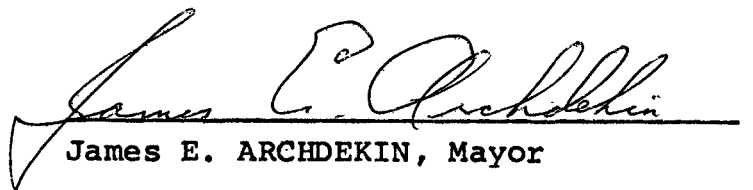
Number 101-79

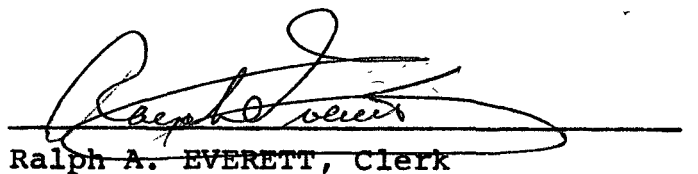
To authorize the execution of an agreement between Degalo Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel-Elder Developments Limited.

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 between Degalo Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel-Elder Developments Limited, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of May, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
27th day of April , 1979.

B E T W E E N :

DEGALO DEVELOPMENTS LIMITED

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 REGIONAL MUNICIPALITY OF PEEL

hereinafter called 'the Region'

OF THE THIRD PART

A N D

PEEL-ELDER DEVELOPMENTS LIMITED

hereinafter called 'the Mortgagee'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule 'A' annexed hereto (herein called 'the lands') and further warrants that the Mortgagee is the only mortgagee of the lands;

AND WHEREAS the Owner has applied to the City for a rezoning of the land 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 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 covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

1.

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, traffic signals and signs, signs and all other matters required to be done by the Owner under the terms of this agreement.

2.

Site
Plan

Provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board, the Owner, in addition to any other requirements of this agreement, covenants and agrees that the lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' (herein called the 'site plan') and further covenants and agrees to provide 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 and in addition to the maintenance requirements set out in paragraph 17 (c) of this agreement to maintain all of the works and other matters other than works provided on land owned by the City to the satisfaction of the City and in default thereof, the provisions of Section 469 of The Municipal Act, R.S.O. 1970, Chapter 284 shall apply.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3. For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the Commissioner of Public Works for the City of Brampton.

4. The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan as a further means of controlling ingress and egress from the lands. All ramps, driveways and parking areas shown on the site plan shall be asphalted and constructed in accordance with the approved plans referred to in this agreement.

5. The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6. 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 hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the said 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.

7. The Owner will be responsible for any damage
Construc - caused to the roadways, curbs, pavements, boulevards or
tion 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 approaches,
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. The final grade of the lands shall be so fixed
Storm to the satisfaction of the Commissioner of Public Works
Drainage that the surface water originating on or tributary to
 the lands, including the roof water from the buildings,
 will be discharged into the trunk sewer system of the
 City in the manner shown on the approved plans referred
 to in Schedule 'C' attached hereto.

9. The Owner shall, at its own expense, carry out,
Approved provide, install, erect, construct and complete in a good
Plans and workmanlike manner to the satisfaction of the City all
 the works in accordance with and as shown on plans for the
 works which have been approved by the Commissioner of Public
 Works, the Commissioner of Parks and Recreation and the
 Commissioner of Buildings and By-law Enforcement, all of
 which are more particularly described in Schedule 'C'
 attached hereto.

10. The Owner shall complete the works required by this agreement in accordance with the Schedule of Completion attached hereto as Schedule 'D'.

11. 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.

12. All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction. 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 Parks and Recreation.

OTHER APPROVALS

13. Prior to commencement of any works, the Owner 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, fire hydrants and necessary valves and appurtenances to service the lands, regional roads within or affected by the plan and necessary improvements thereto, 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 the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

Prior to commencement of any works, the Owner shall

14.

Hydro
Services

enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. The City shall not be obligated to 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

15.

Admini-
stration
Fees

The Owner 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, an amount of Two Thousand, Six Hundred Dollars (\$2,600.00). All fees collected under this section shall be pro-rated between the City and the Region.

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 execution of this agreement by The Corporation of the City of Brampton.

17.

Securities

(a) Prior to the issuance of any building permits, the Owner shall deposit as a performance guarantee, a sufficient sum in the form of a cash deposit or letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the 'security') in the amount of one hundred per cent (100%) of the cost of all the works required by this agreement to be constructed on public land and all landscaping and fencing shown on the approved plans described in Schedule 'C' attached hereto as estimated by the Commissioner of Public Works.

(b) Upon the failure by the Owner to complete a specified part of the work for which security is deposited pursuant to paragraph 17 (a) of this agreement 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.

(c) The City agrees to reduce from time to time, the amount of the security by an amount equal to ninety per cent (90%) of the value of the engineering works for which security was deposited which the Commissioner of Public Works has certified in writing to be satisfactorily completed and the landscaping and fencing for which security was deposited which the Commissioner of Parks and Recreation has certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain (a) all of the works on public lands other than landscaping for a period of two (2) years following the date of the certificate of satisfactory completion, and (b) the landscaping on public lands for a period of one (1) year following the date of the certificate of satisfactory completion.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration respectively of the aforesaid maintenance periods and the Commissioner of Public Works and Commissioner of Parks and Recreation have finally accepted the works for which security is deposited pursuant to paragraph 17 (a) of this agreement. Prior to the expiration of the maintenance periods, the Commissioner of Public Works and the Commissioner of Parks and Recreation shall inspect the works for which security is deposited pursuant to paragraph 17 (a) of this agreement 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.

18.

Insurance

The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall:

- (a) be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and The Region);
- (b) provide insurance coverage in respect of any one accident or occurrence in the amount of at least \$1,000,000.00, exclusive of interest and costs;
- (c) be effective for the period of this agreement, including the period of guaranteed maintenance;
- (d) contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- (e) contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and
- (f) contain a provision that the policy or policies will not be changed or cancelled without at least 30 days written notice being given to the City.

The Owner shall deposit with the City prior to registering the plan a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

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 the insurance is in full force and effect.

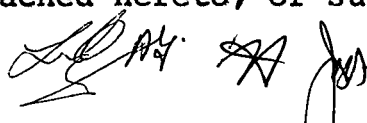
The Owner shall file a renewal certificate with the City not later than one month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not 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 lands with 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.

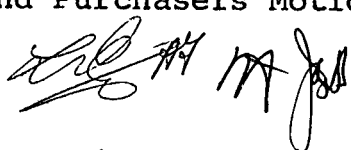
OTHER

19. All Floodlighting on the land shall be designed and oriented so as to minimize glare on adjoining roadways and other properties.

20. The Owner agrees that no signs shall be permitted on the lands other than those signs shown on the approved sign plan referred to in Schedule "C" attached hereto, or such further signs as the City may approve.



21. The Owner agrees to purchase from the City for the sum of TWENTY-TWO THOUSAND FIVE HUNDRED (\$22,500.00) DOLLARS, the City owned land indicated on the site plan which has a frontage of Forty (40') Feet more or less on Kennedy Road by a depth of Eight-Three (83') Feet more or less. This purchase shall be completed within thirty (30) days from the date of the final Ontario Municipal Board Order approving the Zoning By-Law referred to in Clause 2 hereof. The Owner further acknowledges that a building permit will not be issued until this purchase is completed. The City agrees to co-operate with the purchaser to take all necessary steps, including a Vendors and Purchasers Motion to confirm a marketable title to the purchaser.



22. The Owner shall commence construction of the buildings shown on the site plan by no later than five hundred and fifty (550) days from the date of the final Ontario Municipal Board Order approving the Zoning By-Law referred to in Clause 2 hereof, failing which the City shall have the right to refuse to issue a building permit for the buildings shown on the site plan and may repeal the Zoning By-Law referred to in Clause 2 of this agreement. In the event the City exercises its rights to refuse the building permit and/or repeal the Zoning By-Law, the Owner agrees not to take any judicial proceeding to obtain the building permit and/or object to the By-Law repealing the Zoning By-Law.

23.

Archi-
tectural
Control
Commit-
tee

The Owner 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 Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner 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 Owner 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.

24.

Sewer
Easement

The Owner shall, at its own expense, convey free of all encumbrances a twenty (20) foot storm sewer easement along the north limit of the land where abutting Clarence Street and as shown on drawing nos. 18878.4 and 18878.5 which are referred to in Schedule 'C' attached hereto.

25.

Cash
Contri-
bution

The Owner shall, prior to the issuance of a building permit, pay to the City the sum of Thirty-five Thousand Dollars (\$35,000).00 to be used by the City for the purpose of:

- (a) installing new traffic lights on Kennedy Road South at the entrance to the lands as shown on Schedule 'B' attached hereto.
- (b) making any adjustments which the Commissioner of Public Works considers necessary to the existing traffic lights at the intersection of Kennedy Road South and Clarence Street.
- (c) relocating, when necessary, the existing entrance to the Provincial Court building on the west side of Kennedy Road South to a location opposite the Kennedy Road entrance to the lands as shown on Schedule 'B' attached hereto.

In the event the whole or any part of the above works are not commenced within five (5) years from the date of the issuing of the first building permit with respect to the land the City shall refund to the Owner, the unexpended portion of the Thirty-Five Thousand Dollar (\$35,000.00) payment.

By-laws
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 of Brampton presently in force.

27.
Inspection of Works
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.

28.
Lands Affected
The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

29.
Agreement Binding
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.

30.
Mortgagees
The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

31.

Successors
& Assigns

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 Region 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.

DEGALO DEVELOPMENTS LIMITED

James English Sec
TITLE
H. Hallam president
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR
Ralph A. Everett
RALPH A. EVERETT ACTING CLERK

AUTHORIZATION BY-LAW
NUMBER 101-79
PASSED BY CITY
COUNCIL ON THE 7th
DAY OF MAY 1979

AUTHORIZATION BY-LAW
NUMBER.....150-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....9th.....
DAY OF August 1979

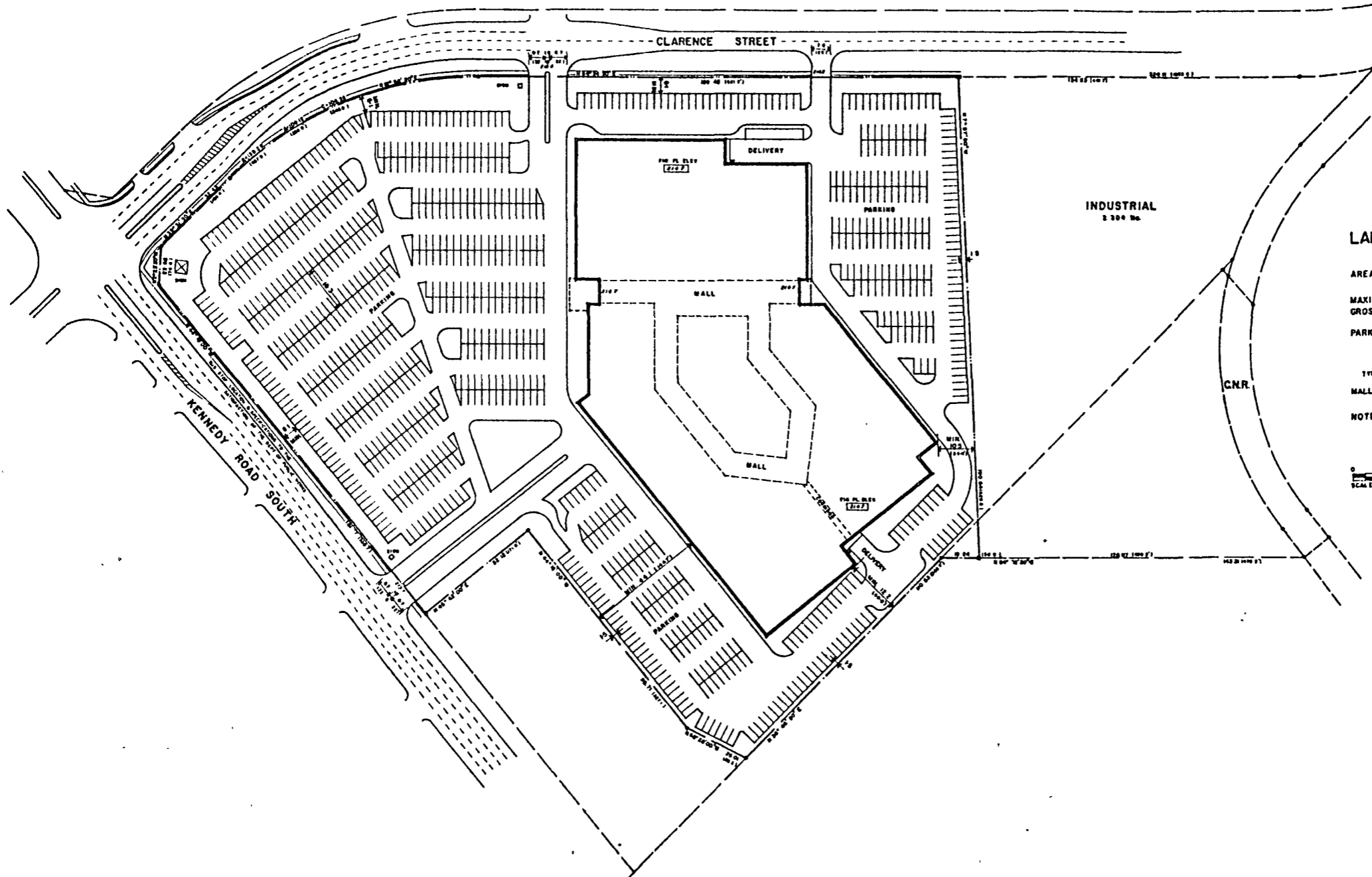
THE REGIONAL MUNICIPALITY OF PEEL

Frank Bean
CHAIRMAN
Langdon
CLERK

Peel-Elder Developments Limited
by J. McNamee
AUTHORIZED SIGNING OFFICER
and [Signature]
AUTHORIZED SIGNING OFFICER

SCHEDULE "A"

ALL AND SINGULAR that certain parcel and tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Town of Brampton, in the County of Peel) and Province of Ontario, being Part of Lots 3 and 4, Concession 2, East of Hurontario Street, in the said City, and being more particularly designated as Part 1 on a Plan of Survey of Record registered in the Land Registry Office for the Registry Division of Peel (No. 43) as 43R- 6816 .

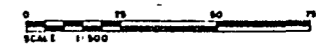


LAND USE SCHEDULE

AREA OF SITE: 60,200 m² (647,993 sq ft)
 8.02 Hectares (14.975 acres)
 MAXIMUM LEASABLE: 14,865 m² (160,000 sq ft)
 GROSS FLOOR AREA: 14,865 m² (160,000 sq ft)
 PARKING REQUIRED: 880 cars - 55/93 m²
 (A1000 sq ft)

TYPICAL SPACE: 2.75m x 5.1m (9'0" x 16'9")
 TYP. PARKING MODULE: 10.8m (35'6")
 MALL AREA: NOT INCLUDED IN GROSS FLOOR AREA
 CONFIGURATION IS SCHEMATIC ONLY

NOTE: PROPOSED ELEVATIONS SHOWN ARE PRELIMINARY
 THIS PLAN TO BE USED IN CONJUNCTION WITH
 LANDSCAPE SITE PLAN BY SUBRENTS & ASSOC LTD
 FOR GRADING, ROAD SERVICES, AND SITE SERVICES.
 REFER TO ENGINEERING DRAWINGS BY WARD & ASSOC LTD



THOMAS & CO. CONSULTANTS
 ARCHITECTS
 100-102 BAYVIEW AVE. TORONTO, ONT. M2N 6L1
 TEL: (416) 491-1111
 FAX: (416) 491-1112
 E-MAIL: thomas@thomasco.com

PROPOSED COMMERCIAL DEVELOPMENT
CLARENCE SQUARE
 7610
 5R-1

SCHEDULE 'C'

DESCRIPTION OF PLAN	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
<u>ENGINEERING</u>				
Drainage & Grading Plan	18878.1	Jan. 79	March 9/79	J. Curran
Storm Drainage Areas	18878.2	" "	March 9/79	J. Curran
Clarence Street Sheet 1	18878.3	" "	March 9/79	J. Curran
Clarence Street Sheet 2	18878.4	" "	March 9/79	J. Curran
Clarence Street Sheet 3	18878.5	" "	March 9/79	J. Curran
Clarence Street Sheet 4	18878.6	" "	March 9/79	J. Curran
Kennedy Rd. Sheet 1	18878.7	" "	March 9/79	J. Curran
Kennedy Rd. Sheet 2	18878.8	" "	March 9/79	J. Curran
M.H. Details	18878.9	" "	March 9/79	J. Curran
Site Landscape	78-629 Pages 1 & 2	" "	Feb. 13/79	R. Reid
Sign Plan	5R-2	Jan.31/79	April 9/79	L. Laine & L. Koehle

SCHEDULE 'D'

SCHEDULE OF COMPLETION OF WORKS

1. All grading, storm drainage works and asphalted ramps, driveways and parking areas - prior to occupancy of any part of the building.
2. All road works, sidewalks to be completed prior to occupancy of any part of the building.
3. All landscaping in accordance with the approved landscape plan - twelve (12) months following the issuing of a building permit.
4. Fencing - to be completed within the time set for completion of landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy of the building.

Notwithstanding the foregoing, in the event sidewalk construction and boulevard sodding, landscaping and tree planting cannot be completed prior to November 1st in any year, the time for their completion shall be extended to June 30th the following year.

No. 525839

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1979 AUG 21 PM 12 19

In The Land
Registry Office
at Brampton,
Ontario,

Vera Porter
LAND REGISTRAR

DATED: APRIL 27, 1979.

DEGALO DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

PEEL-ELDER DEVELOPMENTS LIMITED

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

PASSED May 7, 1979



BY-LAW

No. 101-79

To authorize the execution of an agreement between Degalo Investments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Peel-Elder Developments Limited.