



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 132-79

A By-law to authorize the execution of an Agreement between the Canadian Tire Corporation Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 the Canadian Tire Corporation Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of June, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
11th day of June, 1979.

B E T W E E N :

CANADIAN TIRE CORPORATION, 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

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 there are no mortgagees 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.

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' to this agreement and further covenants and agrees to provide the services, works, landscaping, facilities and matters referred to in this agreement and shown on the site plan and all other plans required to be filed and approved pursuant to this agreement, and to maintain such services, works, landscaping, facilities and matters 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

2.

Muni-
cipal
Engineer

For the purpose of this agreement, Municipal Engineer 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.

3.

Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B'. All ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice and to the satisfaction of the Municipal Engineer and this work shall be completed before occupancy of any part of

the building is permitted by the Owner. The 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.

4.

Access

The Owner shall use only such locations for access for construction purposes as the Municipal Engineer may approve.

5.

Clean
Site

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 Municipal Engineer 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 Municipal Engineer 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 Municipal Engineer.

6.

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.

7.

Storm
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the Municipal Engineer 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 a manner satisfactory to the said Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Engineer and the City Commissioner of Buildings and By-law Enforcement shall be connected to the trunk sewer system of the City at a

point on an access road adjacent to the property as designated by the said Engineer.

8.

Grading,
Building
and Land-
scaping

Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the Municipal Engineer, the Commissioner of Parks and Recreation, and the Commissioner of Buildings and By-law Enforcement prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard on all highways abutting the lands shown on Schedule 'B' which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule 'B'. The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Commissioner of Parks and Recreation. 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 Municipal Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained (as shown on the landscape plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City

Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve months following the issuing of a building permit for the building shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9.

Fencing

The Owner shall construct or erect fencing as and where required by the Commissioner of Parks and Recreation and the location and type of fencing shall be indicated on the landscaping plans to be approved by the said Commissioner and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy.

OTHER APPROVALS

10.

Regional Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be required by 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.

11. Hydro Services
Prior to commencement of any works, the Owner shall 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

12. Administration 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 Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

13. 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.

14. 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 landscaping plan 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 14 (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 14 (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 14 (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.

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 within the plan 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

15. All floodlighting on the land shall be
Glare designed and oriented so as to minimize glare on adjoining roadways and other properties.

16. The Owner agrees that no signs shall be permitted
Signs on the lands other than those signs the height, placement, location and design of which have been approved by the Planning Director and the Commissioner of Buildings and By-law Enforcement. The Owner acknowledges that a building permit will not be issued until the sign height, placement, location and design have been so approved.

17. Prior to the issuance of a building permit, the
Lands to be Conveyed to the City Owner shall, in consideration of this agreement, convey the following lands to the City:

(a) twenty-seven (27) foot strip of land for road widening purposes, adjacent to Bramalea Road more particularly shown as Block A on Schedule 'B' to this agreement, and

(b) a further parcel of land shown as Block B on Schedule 'B' to this agreement to be used in connection with a planned roadway overpass.

These lands shall be conveyed to the City free of all encumbrances save and except an easement in favour of Consumers Gas Company described in Instrument No.

54642 VS (Toronto) registered in the Registry Office for the Registry Division of Peel (No. 43); provided, however, the Owner shall retain a right-of-access over that part of the said Blocks A and B shown on Schedule 'B' to be a driveway in order to ensure continued access from Bramalea Road directly into the east side of the Owner's parking lot.

18.

Future
Develop-
ment

The Owner agrees that it will not apply for or be entitled to receive any building permits with respect to any further buildings or any expansion to the building shown on the site plan until such time as a further site plan is approved by the City and the Owner has executed an agreement which is satisfactory to the City.

19.

Archi-
tectural
Control
Committee

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.

20. 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 and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

Entry
on the
Lands

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.

22.
Lands
Affected

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

23.
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.

24.
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.

25.
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.

CANADIAN TIRE CORPORATION, LIMITED

[Signature] VICE PRESIDENT
TITLE
[Signature] REAL ESTATE
HANDLER
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEFIN MAYOR
[Signature]
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW
NUMBER 132-79
PASSED BY CITY
COUNCIL ON THE 11th
DAY OF JUNE 19 79

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
CHAIRMAN
[Signature]
CLERK

AUTHORIZATION BY-LAW
NUMBER.....128-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....12th.....
DAY OF.....JULY..... 19.....79.....

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying, and being in the City of Brampton, Regional Municipality of Peel, formerly in the Township of Toronto, County of Peel being composed of part of Lot 15, in the Fifth Concession, East of Hurontario Street in the said City, being more particularly described as follows:

PRIMISING that the Southeasterly limit of Steeles Avenue being the Road Allowance Between the former Townships of Chinguacousy and Toronto as widened by a plan deposited in the Registry Office for the Registry Division of Peel (Number 43) as number 169706, has a bearing of N 39 31' 40" E and relating all bearing therein thereto;

COMMENCING at a point in the Southwesterly limit of said Lot 15 distant 150.00 feet measured Southeasterly along the Northeasterly limit of the Road Allowance Between Concessions 4 and 5, East of Hurontario Street from the Westerly corner of said Lot 15;

THENCE N 39 31' 40" E a distance of 150.00 feet to a point;

THENCE N 44 21' 10" W a distance of 122.85 feet to a point in the Southeasterly limit of Steeles Avenue as widened by Deposited Plan Number 169706;

THENCE N 39 31' 40" E along the Southeasterly limit of Steeles Avenue as widened by Deposited Plan Number 169706 a distance of 218.00 feet to a point;

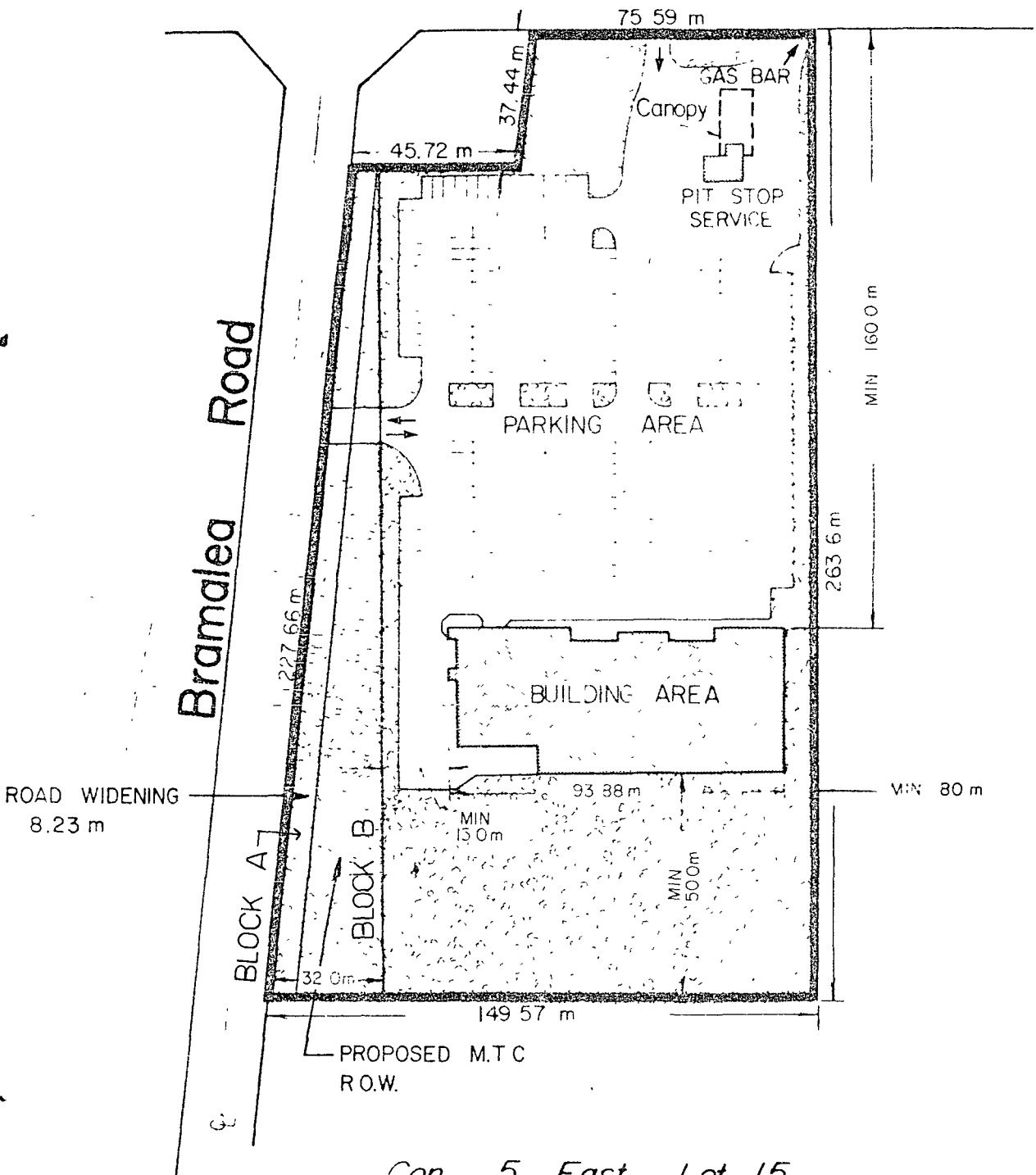
THENCE S 50 28' 20" E a distance of 864.84 feet to a point;

THENCE S 39 31' 50" W a distance of 490.72 feet to a point in the Northeasterly limit of the Road Allowance Between Concessions 4 and 5, East of Hurontario Street;

THENCE N 44 21' 10" W along the Northeasterly limit of the Road Allowance Between Concessions 4 and 5, East Hurontario Street a distance of 746.91 feet more or less to the point of commencement.

SUBJECT TO an easement in favour of Consumers Gas Company over a strip of land composed of the Southwesterly 10.00 feet in perpendicular width of the herein described parcel and more particularly described in Instrument Number 54642 VS (Toronto) registered in the said Registry Office.

Steeles Avenue



Con. 5 East, Lot 15

- BUILDING AREA
- LANDSCAPED AREA
- PAVED AREA
- SITE BOUNDARY

SITE PLAN

DEVELOPMENT
AGREEMENT
SCHEDULE B



1:1725

CITY OF BRAMPTON
Planning and Development
Date: 1979/04/12 Drawn by ps
File no. J5E15-6 Map no. 6U-EG

DATED: 11 JUNE 1979

CANADIAN TIRE CORPORATION,
LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

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

No. 522617
Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of
1979 JUL 26 PM 12 24

In The Land
Registry Office
at Brampton,
Ontario,

Vera Forter
LAND REGISTRAR

PASSED June 11, 1979



BY-LAW

No. 132-79

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Tire Corporation Limited, The
Corporation of the City of Brampton
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